

COMPLAINTS PROCEDURE OF THE TRADING COMPANY

JEAN PAUL WHITECASTLE spol. s r.o., ID: 48041866.

The company **JEAN PAUL WHITECASTLE spol. s r.o. (JPW)**, ID No.: 48041866, with its registered office at Kaprova 42/14, Prague 1, Postal Code 110 00, sets out the conditions for exercising the rights of defective performance and defining other rights and obligations in the sale of goods to the Seller's business partners who, in the course of business with the Seller, purchase goods on the basis of relevant purchase contracts and act in such contractual relations exclusively in the position of entrepreneurs, i.e. Persons who act within the scope of their own commercial or manufacturing business or within the scope of their independent exercise of their profession (hereinafter referred to as "Buyers").

This Complaint Procedure is an integral part of the Purchase Contract concluded between the Seller and the Buyer and regulates the Seller's liability for defects in the goods, the conditions and method of exercising the rights of defective performance and the required requirements and procedures leading to the settlement of the complaint by the Seller.

1. Person entitled to make a complaint. Liability rights must be exercised with the legal entity from which the goods were purchased. Only the buyer who purchased the goods directly from the Seller and in whose name the tax document was issued can claim from the Seller. End customers must exercise their rights through their contractual partner. A simple forwarding of the end customer's notification by the Buyer's side to the Seller's side is not considered a proper exercise of warranty rights.
2. Inspection of the item by the buyer. The buyer shall inspect the goods as soon as possible after the risk of damage to the goods has passed and satisfy himself as to their characteristics, workmanship and quantity. The buyer shall carry out the inspection personally or by a third party. In the case of prefabricated and/or custom-made parts, the inspection shall be carried out prior to shipment and the Buyer's last payment at the Grygov Concrete Plant.
3. Exercise of the right of defective performance. Defects must be claimed in writing through the sales department of the factory where the goods were delivered or from where they were shipped, without undue delay after their discovery. When claiming products or goods within the warranty period, the purchaser must provide proof of tax and delivery notes. The notification must contain: i) identification of the goods, i.e. in particular a label identifying the goods, their quality class and date of manufacture or a barcode label; ii) a brief description of the defect observed and its extent, including photographic documentation. Neúplné, nesrozumitelné, nepodložené oznámení či oznámení učiněné jinou osobou než kupující se nepovažuje za účinné uplatnění práv z vadného plnění.
4. Obvious defects in the goods. The Buyer must file a claim for obvious defects with the Seller within 3 days of delivery to the destination, before the products are incorporated into the building or

otherwise used. This period is time-limited and in case of its untimely expiry, it shall be deemed that the goods have been delivered properly without obvious defects. The purchaser undertakes to proceed as follows in the event of the discovery of obvious defects (visually detectable) and in exercising his rights:

- Not to accept the goods upon acceptance of the goods in relation to the extent and severity of the apparent defect. He shall indicate this fact with due justification on the delivery note of the delivery of the goods.
 - On acceptance of the goods, he/she shall note the apparent defects found on the delivery note, submit a written complaint as soon as possible, but no later than 2 working days after delivery of the goods, and take delivery of the goods. The goods shall be left in their original packaging until the complaint has been resolved.
 - Goods which have obvious defects which are visually detectable but which could not have been detected on acceptance due to the packaging of the goods must not be incorporated and must be left in the condition in which the defect was detected. The Buyer shall notify the Seller of such defects immediately upon discovery. Notification in writing must be delivered to the Seller no later than 48 hours after discovery. In the case of incorporation of such goods into the building, the goods shall be deemed to have been delivered free from defects.
5. Hidden defects in the goods shall be notified to the Seller by the Buyer without undue delay after the defect has been discovered. The Seller shall leave the goods at the place where the defect was discovered until the Seller has inspected them.
6. Complaints procedure. The Seller shall notify the Buyer in writing of the receipt of a properly submitted complaint and shall initiate the complaint procedure without undue delay, or notify the notifier of the defects in the submission.

If it is necessary for the assessment of the complaint, the Seller shall carry out a local investigation, from which he shall draw up a complaint report, which must also be signed by the Buyer. The Buyer must allow the Seller to carry out any measures leading to the acquisition of documents for a proper investigation of the hidden defect (sampling, borings, etc.).

On the basis of the assessment of the complaint, the Seller shall decide on its validity, acceptance or rejection within 30 days from the date of initiation of the complaint procedure. If more time-consuming actions, such as laboratory tests or the assistance of the Buyer or third parties, are required to assess the validity, this period shall be extended accordingly.

7. Sampling and testing. If the Seller or the Buyer (or the End Customer) decides to carry out tests or to allow a third party to carry out tests proving the quality parameters of the goods sold by the Seller, the Seller shall invite the other party to participate in the sampling or sampling of whole products with reasonable notice. If the test will not be performed in the Seller's certified contractual laboratory either at the Czech Technical University in Prague or in Velké Žernosky, the Seller must have access of its representative to the laboratory performing the tests in order to monitor whether the course and performance of the tests is in accordance with the applicable regulations and whether the results of the tests are not adversely affected by procedures and circumstances that are not in accordance with the applicable regulations and technical practices. If the purchaser breaches this obligation, the result of such test shall not be evidence for any claim. The costs of remediation or replacement of products damaged by sampling shall be borne in full by the purchaser in the event of

an unjustified claim.

For mobile bunker watertightness tests, the Buyer shall ensure that the Seller is invited to test at the stage of unfilled structures and products so that any leaks can be identified and eliminated at minimum cost. Increased costs resulting from failure to follow the procedure described in the preceding sentence shall be borne in full by the Buyer. The manufacturer guarantees the declared properties, provided that the test method according to the declaration of properties is followed.

8. Legitimate claim. In the case of a justified complaint, the decision according to the previous point will also include a proposal for a solution including a time estimate for implementation. The Seller accepts the obligation to remedy, free of charge, duly and timely notified defects in the goods, at its discretion, in particular by repair or replacement. In the event of the installation of goods with an obvious defect, the Buyer undertakes to ensure, at his own expense, the working access to the goods, their dismantling and re-installation necessary for the proper repair/replacement of the goods. By carrying out the repair or handing over the faultless replacement goods, all mutual claims related to the defective delivery are settled. A reasonable period for delivery of the replacement goods shall be 10 working days from the date of the decision. Repairs shall be carried out within technologically and structurally reasonable time limits. The Customer may only withdraw from the contract if the Seller fails to settle a legitimate claim by rectifying the defect, supplying replacement goods or providing a reasonable discount.

If the goods have defects, especially hidden defects, which at the time of discovery did not cause the loss of technical, safety and functional characteristics of the goods and the replacement of which would require costs exceeding 50% of the purchase price of the goods, the Buyer accepts the Seller's right to first provide a discount on the price of the goods reflecting a reduction in the quality parameters of the goods or to carry out adequate professional remediation of the goods or to keep the goods in construction and to carry out replacement of the goods at the Seller's expense at the moment when, as a result of the defect, the wear and tear of the goods or the loss of functionality of the goods exceeds the level to which they have been tested and for which a declaration of conformity has been issued, but only if this occurs within the warranty period.

9. Buyer interaction. In the event that the Buyer has failed to allow or otherwise prevented the Seller from addressing the defect in the Goods or their possible repair, or has addressed the defect in another manner without the Seller's knowledge and consent, the warranties for the Goods given to the Seller, including its liability for defects, shall be void.
10. Goods at a discount. Complaints cannot be made for products and goods sold at a lower price because of a defect for which the lower price was agreed.
11. If the Buyer notifies the Seller of defects in the goods and no defects are found in the goods for which the Seller is liable, the Buyer shall reimburse the Seller for the costs incurred in connection with such notification.
12. Complaining about defects in the goods does not give the buyer the right not to fulfil the payment terms to which he has committed himself. Nor does the buyer have the right not to fulfil the payment terms for defects in the goods delivered, which are not covered by the claimed liability for defects.
13. Warranty exclusions. No claim to the warranty shall arise in the event of:
 - damage to the goods caused directly or indirectly by failure of the substructure or

surrounding structure or by settlement or deformation of the substructure or by the pressure of expanding adjacent structures;

- damage to the goods due to faulty assembly, installation, improper handling (drilling, arbitrary repairs, loading of the product before completion of assembly); destruction or cracking of fittings due to the use of unsuitable filler concrete, failure to maintain expansion joints or pouring several rows at once;
- defects and leaks in protective elements which have not been tested by pressure or similarly demonstrable test prior to backfilling;
- soiling or abrasion of the goods. Concrete products are resistant to abrasion, the use of the elements visually unifies the surface;
- damage to the goods caused by mechanical or chemical influences (in particular the use of unsuitable chemical gritting material - non-sodium chloride based gritting salts can erode concrete structures);
- surface changes caused by weathering which do not impair the performance of the goods;
- aesthetic defects of goods on purely functional products intended for installation in the ground, including the visual parts of these products;
- minor colour differences in the shade of the surface colour of the goods as a result of the use of natural materials (sands, gravel, cement) or as a result of the fulfilment of various orders or additional orders with a longer time interval for their implementation by the Seller;
- for color design of COLORMIX, NATURCOLOR and WOODLINE it is necessary to assess the colouring on the whole surface, not individually;
- the efflorescence of the cement components on the surface areas of the goods. This is an irregular white coating on the surface of the goods which has no effect on the quality and performance of the goods and disappears with the action of weathering;
- defects in transport caused by inadequate fastening/fixing or unloading;
- damage caused by external influences, especially but not exclusively earthquake, flood, inundation, fire, hail, explosions, falling bodies, landslide, avalanche, rock fall and other damage caused by force majeure.
- the occurrence of so-called cracking (microcracks). Surface micro-cracks may appear on the surface of concrete products during their service life, which are particularly visible after rain. These micro-cracks do not affect the technical properties, do not affect the mechanical and physical properties of the products, do not affect their durability or function.

14. If the Seller concludes a purchase contract directly with the consumer, the provisions of the Complaints Procedure that are contrary to the provisions of the law, which cannot be deviated from to the detriment of the consumer, shall not be taken into account in the event of a complaint.

15. The Complaints Procedure in this wording came into effect on 1 August 2022 and replaces all previous versions of the Complaints Procedure and any other documents previously used between the Seller and the Buyer in connection with the application of defects from defective performance and quality guarantee.

The Complaints Procedure is available at the Seller's headquarters or at www.ibipc.com. The Seller reserves the right to change this Complaints Procedure.

In Prague on 15.7.2022

Mgr. Pavel Bělohradský v.r.

Managing director of companies

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