Claims Procedure

MICRORISC s.r.o. | Valid and effective from 30 September 2026

1 General Provisions

1.1 This Claims Procedure forms part of the General Terms and Conditions (hereinafter the "GTC") of the company:

MICRORISC s.r.o.
Průmyslová 1275, Valdické Předměstí, 506 01 Jičín, Czech Republic
Registered in the Commercial Register: Section C, File 14692, Regional Court in Hradec Králové
Company ID (IČO): 25921681 | VAT ID (DIČ): CZ25921681
Phone: +420 493 538 125 | E-mail: sales@microrisc.com
Web: https://www.microrisc.com/en
(hereinafter the "Seller").

It governs the scope, conditions and method of asserting and handling rights arising from defective performance and rights under any quality guarantee (hereinafter also "claims"), the handling of complaints, and the basic rules for a Consumer's withdrawal from a contract without giving a reason.

1.2 This Claims Procedure applies to goods and services supplied by the Seller regardless of the method of sale, in particular to:

a) goods and services purchased via the E-shop;
b) goods and services supplied on the basis of an offer by sales representatives, a purchase contract or a framework purchase contract;
c) performance within custom development and custom manufacturing;
d) technical support, training and other services;
e) calibration services provided by the calibration laboratory KL MICRORISC under Article 7.

1.3 For the purposes of this Claims Procedure, the Buyer also means a customer ordering a service. A Consumer is any natural person who enters into a contract with the Seller outside the scope of their business activity or outside the scope of the independent exercise of their profession. A Business Customer in this Claims Procedure means a Buyer who is not a Consumer; it therefore also includes a legal entity that is not purchasing in the course of business. Provisions expressly intended for Consumers do not apply to Business Customers. The statutory rights of the Consumer are not limited by this Claims Procedure.

1.4 The Seller makes this Claims Procedure available to the Buyer before the contract is concluded; it becomes part of the contract in the manner laid down by law. Deviating individual arrangements take precedence to the extent permitted by law. In matters governed by this Claims Procedure, its provisions take precedence over deviating provisions of the GTC. In the case of a Consumer, the statutory provisions from which it is not possible to deviate to the Consumer's detriment always apply.

1.5 Where a particular matter is not governed by the contract, this Claims Procedure or the GTC, it is governed by the applicable legislation, in particular Act No. 89/2012 Coll., the Civil Code, and, in the case of a Consumer, also Act No. 634/1992 Coll., on Consumer Protection, as amended. This is without prejudice to the application of mandatory rules protecting a foreign Consumer, where applicable to the relationship in question.

2 Rights Arising from Defective Performance and Quality Guarantee

2.1 The Seller is liable to the Consumer for the goods being free from defects upon receipt. In particular, the goods must correspond to the agreed description, type, quantity, quality, functionality and other agreed characteristics, be fit for the purpose agreed by the Seller, and be supplied with the agreed accessories and instructions. They must also meet the statutory requirements for usual characteristics, including durability and safety, usual use, accessories and instructions. A deviation from these usual requirements may be agreed with the Consumer only under statutory conditions, in particular after specific notice prior to conclusion of the contract and with the Consumer's express consent upon conclusion of the contract.

2.2 The Consumer may notify a defect that becomes apparent in the goods within two years of receipt. This is not an automatic quality guarantee covering all failures arising during this period. If a defect becomes apparent within one year of receipt, the goods are deemed to have been defective upon receipt, unless the nature of the goods or of the defect precludes this. If the Consumer has rightfully notified a defect, the one-year and two-year periods do not run for the period during which the Consumer cannot use the goods. A defect that became apparent within that period may be notified even after the period has expired; this is without prejudice to the rules on limitation. We recommend that the Consumer notify the defect without undue delay; however, late notification after discovering the defect does not in itself exclude the Consumer's statutory rights arising from the purchase of goods.

2.3 In the case of a Business Customer, the Seller is liable for defects in the goods in accordance with the contract and the relevant provisions of the Civil Code, in particular for defects existing upon the passing of the risk of damage and for defects arising later as a result of a breach of the Seller's obligations. The Business Customer shall inspect the goods as soon as possible and notify defects without undue delay after it could have discovered them through timely inspection and sufficient care. For hidden defects, the statutory periods and rules under Section 2112 of the Civil Code apply. These rules must not be confused with the period of any quality guarantee.

2.4 Unless otherwise agreed for specific goods or stated in the Seller's guarantee statement, the Seller provides the Business Customer with a quality guarantee on goods for a period of six months. The Seller thereby guarantees that, under normal use in accordance with properly provided documentation, the goods will retain the agreed functions and characteristics. This guarantee also applies to batteries and to the solderability of electronic components, taking into account clauses 2.6 and 2.7. Rights under this guarantee are asserted under Article 3 and handled under clause 4.4. Neither the provision nor the expiry of the guarantee in itself limits the statutory rights arising from defective performance.

2.5 The guarantee period under clause 2.4 runs from the handover of the goods to the Buyer; where dispatch has been agreed, from the arrival of the goods at the place of destination. Where the law, subject to the relevant conditions, provides for a later commencement upon putting into operation, that later commencement applies. A defect covered by the guarantee must be notified to the guarantor within the guarantee period. The scope and conditions of any other guarantee provided are governed by the relevant guarantee statement and the law. The guarantee on services is governed by clause 6.6.

2.6 In the case of batteries and accumulators, normal wear and tear is not a defect, in particular a natural decrease in capacity corresponding to their nature, age and usual manner of use. This does not exclude a claim for a manufacturing or other defect for which the Seller is liable. In the case of the solderability of electronic components, the agreed characteristics, relevant documentation, storage, packaging and processing conditions, as well as the causal link between any breach of these conditions and the defect, are assessed.

2.7 The Buyer is not entitled to rights in respect of a defect it has caused itself, for example by improper handling, use contrary to properly provided instructions, or mechanical damage. Normal wear and tear corresponding to usual use is not a defect. Interference with the goods or a breach of instructions in itself is not grounds for rejecting an unrelated defect. The Seller is also liable to the Consumer for incorrect assembly or installation carried out by the Seller or under its responsibility, and for a defect caused by deficient instructions provided, under the conditions of Section 2161a of the Civil Code.

2.8 An invoice or other proof of purchase serves primarily as evidence of purchase. The issue of an invoice in itself does not constitute the provision of a quality guarantee, nor does it replace the guarantee's required particulars. If the Seller provides the Consumer with a quality guarantee, it shall issue the Consumer, no later than upon receipt of the goods, a guarantee certificate in text form containing the statutory particulars. It must, in particular, identify the goods, the guarantor, the content and conditions of the guarantee and the procedure for asserting it, and state that the Consumer's statutory right to free remedy from the Seller is not affected by the guarantee. Any guarantee arising from a statement in advertising and rights under a manufacturer's guarantee are not thereby excluded.

2.9 Where goods with digital elements are supplied to a Consumer, Section 2161b and Section 2165(2) of the Civil Code also apply. The Seller shall ensure the agreed and legally required necessary updates and information about their availability. Where digital content is supplied on a one-off basis, necessary updates are provided for the period the Consumer may reasonably expect; where it is supplied continuously, for at least two years or for a longer agreed period. In the latter case, a defect in the digital content or service may be notified if it occurs or becomes apparent during that period, and the statutory presumption of defective supply applies. Failure to install an update excludes rights only in respect of a defect caused solely by the failure to install it, and only if the statutory conditions regarding information and proper instructions are met.

3 Asserting a Claim for Goods

3.1 A claim may be asserted:

a) online via the RMA claim form at https://www.microrisc.com/rma;

b) by e-mail to sales@microrisc.com;

c) in writing by post to MICRORISC s.r.o. – reklamace (claims), Průmyslová 1275, Valdické Předměstí, 506 01 Jičín, Czech Republic;

d) in person at the Seller's premises at the same address, on working days Monday to Friday from 8:00 to 16:00.

This is without prejudice to the Consumer's right to assert a claim at any other establishment of the Seller where acceptance of the claim is possible with regard to the range of goods sold or services provided, or in any other manner permitted by law. Where another person is designated to carry out repairs within the meaning of Section 2172 of the Civil Code, the right to repair may be asserted with that person; other claims are asserted with the Seller.

3.2 A Business Customer asserts a claim in writing, preferably via the RMA system. We recommend that Consumers use the RMA system, but it is not a condition for acceptance or handling of their claim. The assignment of an RMA number or internal approval of the claim does not postpone the moment at which the claim is asserted. The document "Claims Handling Procedure" may govern the organisational procedure but must not restrict the rights laid down by law or by this Claims Procedure.

3.3 The submission should enable identification of the Buyer, the purchase and the goods claimed. We recommend providing contact details, the invoice or order number, the designation and quantity of the goods, the serial or batch number where applicable, a description of the defect and the requested method of handling. The purchase from the Seller may also be proven in any other credible way than by presenting an invoice. The Seller will ask the Buyer to supplement only such information as is necessary to assess and handle the claim; the absence of an original document or form in itself is not grounds for rejecting a Consumer's claim.

3.4 Claimed goods may be sent or handed over in person to the Seller. For efficient and safe handover, a suitable method of transport or an on-site inspection may be agreed with the Seller in advance. The goods should be packed so as to prevent damage; for electronic components, appropriate protection against electrostatic discharge and moisture is advisable. The original packaging is not a condition of the claim. Accessories need only be supplied to the extent necessary to assess the defect or carry out the chosen remedy. Costs are governed by clause 4.7.

3.5 We recommend that the Buyer inspect the consignment upon receipt, document any visible damage and notify the Seller of it, or draw up a record with the carrier. Failure to carry out this inspection or the absence of a carrier's record does not deprive the Consumer of its rights against the Seller. Where transport is offered by the Seller, the Seller is liable to the Consumer for the condition of the goods until they are handed over to the Consumer or to a person designated by the Consumer. If the Consumer independently chose a carrier not offered by the Seller, the special statutory rule on handover to that carrier applies. In the case of a Business Customer, the passing of the risk of damage is governed by the contract and the law; the Seller will provide reasonable assistance in asserting a claim against the carrier. This does not exclude the Seller's liability for its own defective performance.

3.6 When a claim is asserted, the Seller shall issue the Consumer with a written confirmation in paper or electronic form. It shall state the date on which the claim was asserted, its content, the requested method of handling and the Consumer's contact details for notification of the outcome. For submissions made at a distance, the confirmation shall be sent without undue delay to the contact provided; the date the claim was asserted is not determined by the date the confirmation is sent. Receipt of a claim by a Business Customer is confirmed by e-mail, stating the RMA number for claims submitted via RMA.

3.7 The Buyer shall provide the necessary cooperation, in particular by enabling examination of the claimed goods where necessary. The Seller shall communicate a specific request without undue delay and will not require unreasonable actions or actions unnecessary for the claim. If the Consumer fails to provide genuinely necessary and requested cooperation without which the defect cannot be assessed or remedied, the running of the period shall be assessed in accordance with the law; this does not entitle the Seller to extend the period unilaterally. Obstacles on the part of the Seller or its supplier do not substitute for the Buyer's necessary cooperation.

4 Handling of Claims for Goods

4.1 The Seller assesses claims with professional care and handles them without undue delay. The remedy of a defect must correspond to the nature of the goods, the purpose of their purchase and, in the case of a Consumer, also to the requirement that the Consumer should not suffer significant inconvenience.

4.2 The Consumer may request that the defect be remedied by repair or by delivery of new defect-free goods, at the Consumer's choice, unless the chosen method is impossible or disproportionately costly compared with the other. The Seller may refuse to remedy the defect if this is impossible or disproportionately costly under statutory conditions. The Consumer may request a reasonable price reduction or withdraw from the contract if:

a) the Seller has refused to remedy the defect or has not remedied it in accordance with the law;

b) the defect recurs;

c) the defect constitutes a material breach of contract; or

d) it is evident from the Seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the Consumer.

Withdrawal due to a defect is not possible if the defect is insignificant; a defect is presumed not to be insignificant. The price reduction corresponds to the difference between the value of defect-free goods and the defective goods actually delivered. Upon withdrawal due to a defect, the Seller shall refund the purchase price without undue delay after receipt of the goods or after the Consumer proves that they have been dispatched. Rights in the event of failure to meet the handling period are governed separately by clause 4.3.

4.3 A Consumer's claim, including the remedy of the defect and informing the Consumer of the outcome, shall be handled no later than 30 days from the day on which it was asserted, unless the Seller and the Consumer agree on a longer period in the specific case. Consent to this Claims Procedure does not constitute an agreement to extend the period. After the relevant period has expired without result, the Consumer may withdraw from the contract or request a reasonable price reduction.

4.4 The Seller shall assess and handle a Business Customer's claim, including carrying out the remedy for a justified claim and informing the Business Customer of the outcome, without undue delay, within a reasonable period from the date the claim was asserted. The reasonableness of the period is assessed in particular according to the nature and extent of the defect, the technical complexity of its assessment and remedy, the purpose of use of the goods known to the Seller, and the necessary cooperation of the Business Customer. If a specific period has been validly agreed for a particular case, that agreement shall be followed. After a preliminary assessment, the Seller shall inform the Business Customer of the expected date of resolution and of any requirements for necessary cooperation. If the claim requires a longer expert assessment, or if circumstances arise that affect the expected date, the Seller shall without undue delay communicate the reasons and the updated expected date. The involvement of the manufacturer, supplier or another expert does not release the Seller from responsibility for handling the claim and must not lead to unjustified delays. Notification of the expected date or of any change to it does not in itself alter the agreed period or the statutory rights of the Business Customer.

The method of handling the claim is governed by the relevant contract, the conditions of the quality guarantee provided under clause 2.4 and the statutory rights arising from defective performance. Depending on the nature of the defect and the relevant entitlement, this involves in particular repair, replacement of the defective goods or a part thereof, a reasonable price reduction, or a refund of the price upon justified withdrawal from the contract or by agreement of the parties. The Seller chooses the method of remedy to the extent that it is entitled to do so under the contract, the conditions of the guarantee provided or the law; this is without prejudice to the Business Customer's right to choose the method of remedy where it is entitled to do so under those rules.

The Seller shall inform the Business Customer of the outcome of the claim in text form; if the claim is rejected, it shall state the reasons. If the claim is settled by a price reduction or a refund of the price, the Seller shall make the corresponding financial settlement without undue delay, unless otherwise agreed, and shall issue a corrective tax document where required by law. The issue of such a document in itself does not replace the financial settlement.

The period and the special consequences of its expiry without result under clause 4.3 do not apply to a Business Customer. Its statutory and contractual rights in the event of failure to remedy the defect in time or other breach of the Seller's obligations remain unaffected.

4.5 The Seller shall issue the Consumer with a written confirmation of the date and method of handling the claim, including confirmation of the repair carried out and its duration, or a written justification for rejecting the claim. The confirmation shall be sent to the contact provided or handed over in person. At the same time, the Seller shall state how the goods may be collected or arrange for their return. A Business Customer is informed of the outcome and further steps by e-mail and, for claims submitted via RMA, through that system.

4.6 The Buyer is informed of the progress of a claim submitted via RMA by e-mail and can track it in its account in the "My RMA forms" folder. This tracking does not replace the Seller's obligation to demonstrably inform the Consumer of the handling of the claim within the relevant period.

4.7 A Buyer who is entitled to rights arising from defective performance is also entitled to reimbursement of costs reasonably incurred in asserting them, in accordance with the law. In particular, the Consumer must not incur any costs for the statutory remedy of the defect; the Seller shall take over the goods for remedy of the defect at its own expense. In relation to the Consumer, if the goods were properly installed in accordance with their nature and purpose before the defect became apparent, the Seller shall arrange for the removal and installation of the repaired or new goods, or shall reimburse the related costs under the conditions of Section 2170(2) of the Civil Code. It is advisable to document the costs. The Consumer is not charged any fee for the assessment or handling of a claim, even if it is rejected. A paid repair or other service beyond the scope of the claim may only be carried out on the basis of a separate order and prior agreement on the price or the method of determining it.

5 Withdrawal from the Contract by the Consumer

5.1 In the case of a contract concluded at a distance or off-premises, the Consumer has the right to withdraw from the contract without giving a reason within 14 days, unless the law provides for a longer period and unless a statutory exception to the right of withdrawal applies. For the purchase of goods, the period runs from receipt of the goods by the Consumer or by a third party designated by the Consumer other than the carrier. For several items ordered in a single order and delivered separately, it runs from receipt of the last item; for goods delivered in parts, from receipt of the last part; and for agreed regular deliveries, from the first delivery. For a service or digital content not supplied on a tangible medium, it runs from conclusion of the contract. If the Consumer was not properly informed, the statutory extension of the period under Sections 1829 and 1829a of the Civil Code applies.

An unambiguous statement addressed to the Seller is sufficient for withdrawal, for example to sales@microrisc.com or to the Seller's postal address. Use of the Seller's form or assignment of an RMA number is not a condition. To meet the deadline, it is sufficient to send the notice of withdrawal before the period expires. No reason for withdrawal is required.

5.2 The Consumer shall send or hand over the goods to the Seller without undue delay, no later than 14 days after withdrawal, unless the Seller offers to collect them. The deadline is met if the goods are sent before it expires. The return address is the Seller's address stated in clause 1.1. The Consumer bears the direct costs of returning the goods, provided that the Consumer was properly informed of this obligation in advance and this is not a case where the Seller bears them under the law or by agreement. For goods that cannot normally be returned by post, the Seller shall state the relevant costs in the pre-contractual information for the specific delivery. In the statutory case of goods delivered to the Consumer's home when the contract was concluded off-premises, the Seller shall arrange collection at its own expense if the goods cannot normally be sent by post.

The goods should be returned with the accessories and documentation supplied and securely packed, preferably in the original or other suitable packaging. Neither the original packaging nor an unused condition is a condition of effective withdrawal. The Consumer is liable only for any diminished value resulting from handling beyond what is necessary to establish the nature, characteristics and functioning of the goods; the Consumer bears no such liability if it was not properly informed of the right of withdrawal. The Seller shall specifically justify and quantify any such claim; it is not a flat-rate return fee.

5.3 For a paid service, the Seller may begin performance during the withdrawal period only at the Consumer's express request; for an off-premises contract, the request must be in text form. If the Consumer withdraws before the service has been fully provided, the Consumer shall pay a proportionate part of the price for the performance actually provided only if the statutory conditions are met, in particular if the Consumer expressly requested early commencement and was properly informed. The right to withdraw after a paid service has been fully provided is lost only if performance began with the Consumer's prior express consent and the Consumer was informed before conclusion of the contract that this right would be lost once the service had been fully provided.

The right to withdraw without giving a reason does not apply to goods made to the Consumer's specifications or clearly personalised. The mere designation "made to order" or "NCNR" does not establish this exception. For digital content not supplied on a tangible medium, in the case of paid performance the right of withdrawal is lost upon commencement of performance only with the Consumer's prior express consent, after the Consumer has been informed of this consequence and after the confirmation required by law has been provided. Other statutory exceptions may be applied only if the conditions of Section 1837 of the Civil Code are met. These provisions do not limit rights arising from defective performance.

5.4 If the Consumer validly withdraws from the contract without giving a reason under the conditions of this Article, the Seller shall refund to the Consumer without undue delay, and no later than 14 days after withdrawal from the contract, all monies received from the Consumer under the contract, including the costs of the original delivery of the goods.

If the Consumer chose a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller shall refund delivery costs only in the amount corresponding to the cheapest method of delivery offered. For this purpose, personal collection is not considered the cheapest method of delivery offered.

Monies shall be refunded using the same means of payment as the Seller received them from the Consumer, unless the Consumer agrees to another method of refund without incurring any additional costs.

In the case of a purchase of goods, the Seller may withhold the refund until it has received the returned goods or until the Consumer has supplied evidence of having sent the goods back, whichever is earlier. This does not apply if the Seller has offered to collect the goods itself.

In the case of withdrawal from a contract for the provision of a service, this provision is without prejudice to the Consumer's obligation to pay a proportionate part of the price for performance provided up to the time of withdrawal, if the statutory conditions set out in clause 5.3 are met.

This provision governs the refund of monies upon withdrawal from the contract without giving a reason. It does not affect the Consumer's rights arising from defective performance or the settlement upon withdrawal from the contract due to defective performance.

5.5 A Business Customer has no general statutory right to return defect-free goods or to withdraw without giving a reason; such a right may arise from an agreement. The NCNR regime must be agreed before conclusion of the contract and applies to cancellation of an order at the Business Customer's will or to the return of defect-free performance. The mere NCNR designation does not exclude rights arising from defective performance or statutory or contractual rights in the event of a breach of contract by the Seller. The statutory rights of the Consumer are not limited by the NCNR designation.

5.6 From 1 January 2027, the Seller enables a Consumer who has the right to withdraw from a contract concluded at a distance via the Seller's online interface to withdraw also by means of a "Withdraw from contract" function or another equally unambiguously labelled function. The Seller informs the Consumer of the possibility of using this function and of its location before the contract is concluded.

Without undue delay after the statement has been sent, the Seller shall confirm receipt to the Consumer in text form via the electronic means specified by the Consumer. The confirmation shall also contain the content of the withdrawal statement and the date and time it was sent by the Consumer.

Use of this dedicated online withdrawal function is not a condition for exercising the right to withdraw from the contract. The Consumer may continue to withdraw by any other unambiguous statement under clause 5.1. To meet the deadline, it is sufficient to send the withdrawal statement before the period expires. The conditions of the right of withdrawal, the statutory exceptions and the rules for returning goods and monies under this Article remain unaffected.

6 Claims for Services

6.1 This Article applies in particular to custom development, technical support, training and other services. For custom manufacturing, the rules on the purchase of goods or on a contract for work apply depending on the nature and content of the contract; designating the performance as a "service" is not in itself decisive. Article 7 also applies to calibration services.

6.2 The Buyer shall notify a defect in a service in the manner set out in clause 3.1, describe the non-conformity and identify the order or contract. It shall do so without undue delay after discovering the defect; the periods and any consequences of late notification are governed by the legal regime of the specific service. For a work, Sections 2615 to 2619 of the Civil Code apply in particular. This provision does not introduce an additional period for a Consumer's claim relating to the purchase of goods, nor does it shorten other statutory periods.

6.3 The Seller shall handle a justified claim for a service according to the nature of the defect and the statutory or agreed entitlement, in particular by remedying the defect free of charge, repeating or supplementing the performance, granting a reasonable price reduction or refunding the price upon justified withdrawal from the contract or by agreement.

For Consumers, the obligations to accept and confirm the claim under clauses 3.6 and 4.5, the provision free of charge and reimbursement of reasonably incurred costs under clause 4.7, and the period including the consequences of its expiry without result under clause 4.3 apply, with the exception of stand-alone digital performance governed by clause 6.5.

For Business Customers, the reasonable period for assessing and handling the claim, information on its progress and outcome, and financial settlement are governed mutatis mutandis by clause 4.4. The nature of the service claimed and the extent of the necessary remedy shall be taken into account. Individually agreed periods and conditions are not affected by this provision.

6.4 In custom development and custom manufacturing, conformity with the contract and with the approved specification, including its agreed changes and acceptance conditions, is assessed in particular. A request for a new function or a change beyond the agreed scope is not in itself a claim and is dealt with by a separate agreement. This does not limit liability for failure to meet the agreed characteristics, the agreed purpose or statutory requirements. Acceptance of the result in itself does not exclude rights in respect of hidden defects.

6.5 Where the stand-alone subject of the contract is digital content or a digital service, the special legal regime of Section 2389a et seq. of the Civil Code applies. For Consumers, the defect must be remedied within a reasonable time after notification, free of charge and without significant inconvenience; in this case the statutory period is not assessed as an automatic 30 days. Under statutory conditions, the Consumer is entitled to a reasonable price reduction or to withdraw, in particular if remedy is not possible, the defect has not been properly remedied, constitutes a material breach of contract or recurs after remedy. The obligation to issue a confirmation and to inform of the outcome remains unaffected. A defect in goods with digital elements, by contrast, is assessed under Articles 2 to 4.

6.6 A quality guarantee on a service or its result is provided only if and to the extent that it arises from a specific guarantee statement or agreement. The six-month guarantee on goods under clause 2.4 does not automatically extend to services. Statutory liability for defects in a service provided or a work delivered is not affected.

7 Claims and Complaints Concerning the Calibration Laboratory

7.1 This Article governs the procedure for handling claims and complaints concerning the activities of the Seller's calibration laboratory KL MICRORISC (hereinafter the "Laboratory"). In handling them, the Laboratory follows the requirements of ČSN EN ISO/IEC 17025. A submission may concern in particular the performance of a calibration, the content of a calibration certificate, compliance with agreed deadlines or the handling of the item being calibrated. A complaint is an expression of dissatisfaction with the Laboratory's activities to which a response is expected; it may be submitted by a customer or any other interested party. A general complaint is distinguished from the assertion of a specific right arising from defective performance.

7.2 A claim or complaint may be submitted via RMA, by e-mail, by post or in person under clause 3.1. The Laboratory shall record a complaint submitted orally. The submission should contain the identification and contact details of the complainant, the order or calibration certificate number, identification of the measuring instrument, a description of the discrepancy and the requested resolution. We recommend making the submission as soon as possible after discovering the discrepancy; this recommendation has no effect on the statutory periods for asserting rights.

7.3 The Laboratory shall register the submission, assess whether it relates to its activities and confirm its receipt no later than within 5 working days. For a Consumer's claim, the confirmation is issued as early as when the claim is asserted under clause 3.6; the five-day period does not postpone this obligation. If the submission does not relate to the Laboratory, it shall forward it to the relevant department of the Seller and inform the complainant; the internal forwarding does not start a new handling period.

7.4 The Laboratory shall gather and verify the information necessary to assess the submission, in particular records of the calibration, environmental conditions, metrological traceability and staff competence. It may request necessary additional information or the handover of the measuring instrument for repeat measurement. It shall keep the complainant reasonably informed of the progress. Requirements for cooperation are governed by clause 3.7.

7.5 The investigation is conducted by the head of the Laboratory or another authorised competent person. The outcome communicated to the complainant shall be prepared, or reviewed and approved, by a person who was not involved in the activity that is the subject of the submission. If the head of the Laboratory was involved in it, the independent review shall be carried out by the quality manager, provided that he or she meets the requirement of non-involvement. If the quality manager does not meet it either, the Seller's management shall appoint another competent, non-involved person, possibly an external one. Responsibility for the handling remains with the Seller.

7.6 A Consumer's claim is handled within the period and with the consequences set out in clause 4.3, including remedy of the defect and informing the Consumer of the outcome.

A Business Customer's claim is assessed and handled within a reasonable period under clause 4.4. In assessing its reasonableness, account shall be taken in particular of the nature of the alleged discrepancy, the extent of the review of technical records, the need for repeat measurement and the necessary cooperation of the Business Customer. Information on the expected date, its changes and the outcome is also governed by clause 4.4.

A general complaint that does not assert rights arising from defective performance or under a quality guarantee shall be handled no later than 30 days from receipt, unless the Laboratory and the complainant agree on a longer period. A submission is assessed according to its content, not merely its designation. Failure to meet the period for handling a general complaint does not in itself give rise to a right to a refund of the price; any rights under the contract or the law are not affected.

7.7 The Laboratory shall handle a justified claim according to the nature of the case and the relevant entitlement, in particular by:

a) free repeat calibration or other remedy of the defect in the service;

b) issuing a corrected or new calibration certificate, unambiguously linked to the original document, marked as an amendment or replacement and ensuring traceability;

c) a reasonable price reduction or a refund of the price upon justified withdrawal or by agreement;

d) corrective action in communication, deadlines or handling of the item being calibrated.

7.8 If the Laboratory identifies nonconforming work, it shall evaluate its significance and impact on the order concerned and on other results issued. As necessary, it shall ensure correction, inform the customers concerned and take action to prevent recurrence. Not every justified complaint about communication in itself means that a measurement was incorrect; the nature of the nonconformity identified and the actions taken shall be recorded.

7.9 If the Laboratory rejects a claim or complaint, it shall state the reasons in writing. It shall not charge the Consumer for the assessment or handling of the Consumer's claim, including any repeat measurement necessary for its assessment, even if the claim is rejected. A Business Customer may be charged reasonably incurred costs of repeat measurement in the case of an unjustified claim only on the basis of a prior agreement on the scope and price or the method of determining it. A separate new service beyond the scope of the claim investigation may be charged to any customer only if it is separately ordered; it must not be a condition for assessing a Consumer's claim.

7.10 The handling is concluded by written notification to the complainant of the outcome and of the conclusion of the investigation. For a Consumer, the notification must also meet the requirements of clause 4.5. The notification contains the conclusion reached and, depending on the nature of the matter, the remedy provided or the reasons for rejection.

7.11 The Laboratory retains records of claims, complaints, their handling and the actions taken for at least three years from the conclusion of handling. It shall apply a longer period where required by law, a contractual obligation or the rules for retaining related technical records in the quality management system. Personal data are retained only to the extent and for the period corresponding to the legitimate purpose of their processing.

7.12 Submissions are handled impartially, and making a submission must not lead to discriminatory or other retaliatory treatment. Information obtained is confidential; it is disclosed only to authorised persons to the extent necessary or where required by law. Where an external person is involved, the Laboratory shall ensure appropriate confidentiality.

7.13 If the complainant is not satisfied with the outcome, they may contact the Seller's management using the contact details in clause 1.1. This does not limit the possibility of turning to a court or another competent authority, nor the Consumer's right to out-of-court resolution under clause 8.3. Internal review is not a condition for exercising these rights.

7.14 This procedure is available to any interested party upon request and is published on the Seller's website.

7.15 The calibration result relates to the condition of the measuring instrument and the conditions at the time the calibration was performed, to the extent stated in the calibration certificate. Calibration itself is not a guarantee of the future stability or trouble-free operation of the measuring instrument, nor does it automatically constitute its adjustment or legal verification. A later change in the characteristics of the measuring instrument does not in itself prove a defective calibration, but neither does it exclude liability for a service originally performed defectively. The review shall take into account in particular the measurement uncertainty, the procedures used and the conditions between individual measurements.

8 Common and Final Provisions

8.1 For Consumers, acceptance, assessment and handling of a claim are not conditional on full payment of the price. Until the Seller fulfils its obligations arising from defective performance in the purchase of goods by a Consumer, the Consumer is not obliged to pay the outstanding purchase price or part thereof under Section 2173 of the Civil Code.

A claim does not in itself change the due date of the price. This is without prejudice to the Buyer's statutory or validly agreed rights to withhold the relevant part of the payment due to defective performance, in particular under Section 2108 of the Civil Code. Retention of title and debt recovery are dealt with separately from the claims process.

For a Business Customer, asserting a claim does not in itself postpone the due date of the price, nor does it release the Business Customer from the obligation to pay the due part of the price that it is not entitled to withhold under the law or a valid contractual arrangement. The Seller may recover such a receivable separately; the claim is handled in accordance with the relevant provisions of this Claims Procedure.

8.2 Rights to compensation for damage and other harm are governed by the law and any validly agreed arrangements. Rights arising from defective performance, reimbursement of reasonable costs of a claim and compensation for damage are separate entitlements; the same performance cannot be obtained twice.

8.3 If a consumer dispute arising from a purchase contract or a service contract cannot be resolved directly, the Consumer may submit a proposal for out-of-court resolution to the Czech Trade Inspection Authority (Česká obchodní inspekce), Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, e-mail: adr@coi.gov.cz, web: https://coi.gov.cz/informace-o-adr/. The proposal may be submitted no later than one year from the day on which the Consumer first asserted the right that is the subject of the dispute with the Seller. This is without prejudice to the right to turn to a court. A notice to the Czech Trade Inspection Authority requesting a review of compliance with regulations is distinct from a proposal for out-of-court resolution of a private-law dispute. If a specific dispute cannot be resolved directly, the Seller shall also provide the Consumer with information about the competent ADR body on paper or another durable medium.

8.4 This Claims Procedure becomes valid and effective on 30 September 2026. It applies to contracts concluded on or after this date of which it has properly become part. Rights and obligations under contracts concluded earlier are governed by the terms validly agreed for those contracts and by the applicable legislation; publication of a new version does not in itself change earlier contracts. The annex containing the form for the Consumer's withdrawal from the contract forms an integral part of this Claims Procedure.

Annex Withdrawal Form

Complete and return this form only if you, as a Consumer, wish to withdraw from the contract without giving a reason. Use of this form is not mandatory. Delete as appropriate.

To:

MICRORISC s.r.o.

Průmyslová 1275, Valdické Předměstí, 506 01 Jičín, Czech Republic

E-mail: sales@microrisc.com

I/We hereby give notice that I/we withdraw from my/our contract for the purchase of the following goods / for the provision of the following services:

Description of the goods or service and extent of withdrawal:

.....

.....

Date ordered / date received: .....

Order or invoice number (optional): .....

Name(s) of Consumer(s): .....

Address of Consumer(s): .....

.....

E-mail or phone for communication (optional): .....

Date: .....

Signature of Consumer(s) (only if this form is sent on paper):

.....

Monies are refunded using the same means of payment as received, unless another method without any additional costs for the Consumer has been agreed. Providing a bank account is not a condition of withdrawal.