



Cognia press, a.s. Claims Procedure

I. Introductory Provisions

1. The **Claims Procedure** of Cognia press, a.s., based at Havlíčkova 844, 280 02 Kolín 4, Czech Republic, company registration no. 26186292 (hereinafter referred to as the Supplier) together with the **General Terms and Conditions** of Cognia press, a.s. forms an integral part of each purchase contract or binding order replacing the purchase contract.
2. The Claims Procedure lays down the main principles of the relations between the Supplier and the Customer in cases of Customer claims or claims about products supplied under the conditions agreed in the contractual relationship.
3. The warranty period of all the Supplier's products (self-adhesive labels, flexible packaging, etc.) is **6 months** starting with the date of manufacture marked on the product or its packaging.

II. Basic Principles Regarding Claims

1. The Customer is obliged to inspect the product (goods) after delivery and to confirm its acceptance in the delivery note or in a carrier's document in lieu the delivery note (e.g. a bill of lading). Product non-conformities detected immediately (regarding its quality, quantity, packaging, etc.) shall be recorded by the Customer in the same documents (including the date of the record and the identification of the person who made the record (signature)). In justified cases where the non-conformity is manifestly such as to prevent the intended use of the product, the Customer may refuse to accept such delivery. Said non-conformity, together with the reasons why acceptance was refused, shall be legibly recorded by the Customer in the documents referred to above.
2. In the event that the Customer discovers a non-conformity only after taking over the product, they shall immediately after such discovery notify the Supplier in writing or electronically and ensure that the product they are filing a claim about is stored in a suitable manner so that its quality is not adversely affected (see. Cognia press, a.s. General Terms and Conditions), and is available for the further course of the claims procedure and for assessment by the Supplier.
3. Unless otherwise agreed by both parties, the basic prerequisite for making a product claim is the presentation (delivery) of the entire quantity of the product claimed in original packaging with original identification marking of the packaging and the products themselves (identification labels or inspection slips - depending on the type of product) for assessment and a written or electronic notification of the claim to the Supplier.
In particular, the notification shall be made by means of an electronic form on the website www.cogniapress.com. After sending this Claim Report, they shall receive a confirmation message of receipt of the notification of the claim. Note - without filling in all relevant data, the claim report cannot be filed!
Notification of the claim can also be made by sending an email to kvalita@cogniapress.com.



Cognia press, a.s. Claims Procedure

The Supplier has the right not to include products without original identification markings in the claims procedure and thus not to accept the claim.

4. The non-conformity procedure (claims procedure) is initiated by the Supplier only on the day when the Supplier has a fully filled in claim report or email notification of the claim and the product related to the claim is physically available for assessment. They shall inform the Customer electronically of the outcome of the procedure within **30 days** of receipt of all relevant information.

5. When assessing a non-conformity in the claims procedure, the Supplier relies exclusively on the parameters agreed within the scope of the relation between the Customer and the Supplier - a contract or order - and as defined by the Supplier's General Terms and Conditions. They take into account the technical and technological possibilities of the production technology selected and the conditions under which the relationship between the Customer and the Supplier was established.

6. Claims made after the expiry of the warranty period specified in clause I.3. above or claims, where the Customer fails to provide the product they have a claim about for examination, fails to provide the necessary assistance in resolving these or if the date of manufacture on the product cannot be identified, shall not be accepted.

III. Claim Filing Procedure

1. The Customer shall notify the Supplier of the discovery of a non-conformity by submitting a fully filled-in electronic claim form at www.cogniapress.com or by email to Quality.

2. It is the Customer's obligation to agree in advance with the Supplier on the method of returning the claimed product or providing samples in relevant cases. The basic criterion of this agreement is to minimise the costs associated with said procedure.

3. The Customer shall provide the necessary assistance in returning the claimed product or providing and delivering samples proving the product's non-conformity.

4. The Supplier shall assess the claimed non-conformity and decide on the validity of the claim as soon as possible, subject to the conditions set out in Section II above. They shall communicate their decision to the Customer by email.

IV. Unsubstantiated Claim

1. Should the Supplier determines that the claim is not substantiated, the Supplier shall notify the Customer by email.

2. If the claimed product is located at the Supplier's premises, it shall be sent back to the Customer's original address. In this case, the Supplier is entitled to charge the Customer for the costs associated with the transport of the claimed product.



Cognia press, a.s. Claims Procedure

V. Substantiated Claim

1. *Removable defects*

If the Supplier, after assessing the claimed defect, determines that it is a removable defect, the Customer shall have the right to have it removed free of charge within a period agreed with the Supplier.

2. *Irremovable defects*

If the Supplier, after assessing the claimed defect, finds that it is a defect that cannot be removed and that prevents the intended use of the product, the Customer has the right to have it replaced (replacement performance) within a period agreed with the Supplier or the right to withdraw from the contract.

3. *Inconsistencies between the accompanying documentation (invoice, delivery note, bill of lading) and the delivery of the product*

If the Customer discovers any discrepancy between the invoice / delivery note / bill of lading and the actual product delivered (in type or quantity), they shall contact the Supplier as soon as possible in writing or electronically and arrange for immediate rectification thereof.

VI. Claim Handling

1. The Customer is informed of the outcome of the claims procedure by e-mail stating the method of closing the claim. In cases where subsequent corrective or preventive measures are taken on the basis of a substantiated claim to prevent its recurrence, the Customer has the right to be informed about these.

2. The Supplier shall inform the Customer of the outcome of the claims procedure **within 30 days** of receipt of the email regarding the claim, accepting the claim report, or receipt of an email and the product being connected to the claim for assessment, unless a different time limit is agreed by both parties. If the Customer fails to provide the necessary cooperation in the claims procedure or if other unforeseeable circumstances beyond the Supplier's control occur, the time limit shall be extended accordingly. The Customer is informed of these reasons by the Supplier.

3. In the case of a pro rata discount on the product claimed or in the case of production in order to provide a replacement, a **credit note** is always the only option for financial compensation. Production in order to provide a replacement is always invoiced.

VII. Claiming Product Damaged in Transit

1. In the event of apparent damage to the product during transport, the Customer shall proceed in accordance with Section II.1 above.

2. The Customer shall, to the best of their ability, provide evidence (photographic documentation, damaged product, packaging, etc.) of damage to the product by the carrier, which they shall hand over to the Supplier.



COLOGNIA
DREAMS & WORK

Cognia press, a.s. Claims Procedure

VIII. Final Provisions

1. This Claims Procedure takes effect as of 1 April 2023. It shall remain valid in its current form unless stated otherwise by the Supplier.

The Supplier reserves their right to amend this Claims Procedure.

In Kolín, 30 March 2023

Miroslav Galuška
Vice-Chairman of the Board of Directors

