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Procedure for Lodging a Buyer's Complaint

The Procedure for Lodging a Buyer's Complaint is an accompanying document to the Terms and Conditions of Seller's Liability. This table regulates how the Buyer must notify the Seller of possible deficiencies and, upon submission of the deficiency, the manner and extent of its elimination. Upon notification of a deficiency, the provisions of the Terms and Conditions of Seller's Liability must also be followed.

Example: the alleged deficiency is that "the number of delivered packages is fewer than indicated on the delivery note". This deficiency must be notified of within one working day. This is furthermore specified in clause 2.1.1 of the Terms and Conditions of Seller's Liability, according to which the quantity must be checked before the receipt of the Product and the respective deficiency must be indicated on the delivery note before signing and returning it to the carrier. Upon notification of a deficiency, a delivery note with the signature of the carrier must be submitted. In case of a deficiency, the Seller is required to eliminate the deficiency by delivering the Product or the part of it in question within 14 days. The Seller will deliver the deficient Product or part of it to the delivery address specified in the delivery terms.

					List of the Buyer's compulsory supporting documents							Possible manner of elimination of deficiencies (chosen by the Seller)					Types of extra expenses to be compensated and the maximum rate							
	Reference to the Terms and Conditions of Seller's Liability	Deadline for submission of the deficiency	Time for deficiency elimination in days	Delivery note of the product bearing the signature of the carrier	Product sales invoice	Copy of packing list	Photo of damaged packaging	Photo showing the product ID sticker placed on the product (Fig. 1)	Photo showing the marking of the person performing the quality check of the product (Fig. 2)	Marking of the compiler of the assembly kit (Fig. 3)	Photos detailing the deficiency (incl. Fig. 4)	Delivery of the deficient Product or parts of it at the location indicated in the initial delivery terms	Reduction of the Product price	Compensation of the Buyer's repair expenses	Replacing the Product or its part	Repurchasing the Product	Replacement of the Product or its deficient parts at the delivery location in accordance with the initial delivery terms	Repair expenses of the Buyer	Disassembly and reinstallation of the Product or its part	Maximum rate of compensation (maximum rate for Baltic states: 50 € per h; Others: 80 €/h)				
Deficiencies that were found or occurred before first use of the Product																								
Deficient delivery or inadequately assembled Product																								
The quantity of the delivered packages is fewer than indicated on the delivery note	cl 2.1.1	1*	14	x								x					x							
Visible mechanical damage to the package or broken package	cl 2.1.2	1*	14	x			x						x	x	x		x							
The quantity of Products in the bulk package or the article numbers do not correspond to the delivery note attached to the Product	cl 2.1.3	3*	14	x		x											x							
Delivery contains incomplete or low-quality goods (goods not complying with the requirements established by the manufacturer)																								
Assembly kit of the Product is missing	cl 2.2.1	BI	14		x			x	x			x					x							
Incorrect assembly kit of the Product	cl 2.2.2	BI	14		x			x	x			x					x							
Missing parts in the assembly kit of the Product	cl 2.2.1	BI	14		x			x		x	x	x					x							
Incorrect parts in the assembly kit of the Product	cl 2.2.2	BI	14		x			x		x	x	x					x							
Finishing quality of the product does not meet the requirements	cl 2.2.3	BI	30		x			x	x		x		x	x	x		x	x		0,5 h				
Light sources integrated to the Product by the manufacturer are not working	cl 2.2.5	BI	14		x			x			x	x					x			x				
...integrated LED-marker																								
...integrated lamps, led bar																								
Measurement quality of the Product or hardware does not meet the requirements (the Product cannot be assembled or installed)	cl 2.2.4	BI	30		x			x			x			x	x		x	x	x	0,5 ****				
The Product cannot be used due to requirements arising from legislation	cl 2.2.6																x	x						
Product deficiency occurring during the warranty period																								
Product parts made of stainless steel are corroded	cl 3.4	6**	30		x			x			x			x	x			***	***	0,33 ****				
Broken or deformed structure of the Product	cl 3.6	2**	30		x			x			x			x	x			x	x	0,9 ****				
Product parts made from other materials are corroded		2**	30		x			x			x			x	x			x	x	0,33 ****				
Integrated light sources are not working	cl 3.8	2 *****	14		x			x			x													
...integrated LED-marker																								
...integrated lamps, led bar																								
Other lights (not integrated)		*****																						
Integrated electrical installation is not working		2**	14		x			x			x				x			x	x	1,25 h				

(*) – working days as of receipt of the Product
 (BI) – before starting installation

(**) – number of years from Tarmetec product sales invoice

*** - conditions of use, user manual, rust effect

**** - multiplier of the installation time shown in the installation manual

***** - 1 to 5 years, according to manufacturer's warranty terms (information in Tarmetecs).

FIG. 1



FIG. 2

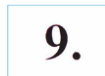


FIG. 3



FIG. 4

