



Warranty Claim Guidelines

The Warranty Claim Guidelines regulates the manner and the conditions of warranty claims for defective Software purchased by an entrepreneur or a legal person through the online shop PLC2SQL of our company

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Tax identification No.: CZ9207024783

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1. Defect Responsibility of the Licensor

- 1.1. The Licensor shall be liable that the Software has no defects as of the moment receiving License Key. This means that the Licensor warrants that the Software will conform in all material respects to the User Guide.
- 1.2. The Licensor does not provide any quality guarantee. The Licensor does not warrant that the use of the Software will be uninterrupted or error-free.
- 1.3. The Licensee accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Licensee.
- 1.4. The Licensor does not warrant the use of the Demo and the Licensee does not have any defective performance rights regarding the Demo of the Software.

2. Impossibility of exercise of defective performance right

- 2.1. The Licensee does not have the defective performance rights if:
 - the Licensee has had the knowledge of the defect prior to receiving the License Key

- the Licensee or other user of the Software has caused the defect,
- the Licensee or other user of the Software amended the Software or used it outside the terms of the Contract for a purpose or in a context other than the purpose or context for which it was designed;
- if the Software does not fulfill specific requirements or specific purpose of the Licensee or other user of the Software, as responsibility for the selection of the Software lies on Licensee;
- if the Software is not compatible with other computer programs or hardware of the Licensee or other user of the Software unless such a compatibility is expressly stated by the Licensor.

3. Defective performance rights of the Licensee

- 3.1. If the Software has the defect, the Licensee has the following defective performance rights.
- 3.2. The Licensor shall remove the defect by reparation of the Software or by providing the new defect-free Software, at Licensor's sole discretion.
- 3.3. The Licensee is entitled to a proportionate discount from the Fee if the Licensor fails to remove the defect within a reasonable period (not earlier than within period set in Clause 4.5)
- 3.4. If the Licensor fails to remove the defect within reasonable period (not earlier than within period set in Clause 4.5) and the defect constitutes a material breach of the Contract, the Licensee is entitled to withdrawal from the Contract.
- 3.5. If the Licensee considers the defect as a material breach of the Contract, he is obliged to prove it to Licensor.
- 3.6. The Licensee is not entitled to withdraw from Contract if the Software functions with defects which, by themselves or in conjunction with others, do not prevent the use of the Software, nor substantially limit its use (such a defects does not constitute a material breach of the Contract).

4. Procession with the warranty claim

- 4.1. The Licensee is obliged to immediately inspect and test the Software and its properties and its compliance with the PLC in a safe environment.
- 4.2. The Licensee is obliged to assert the warranty claim with the Licensor without undue delay from finding out of the defect. A defect may be claimed only within six months from receiving the License Key. If the Licensee fails to notify the defect of the Software in time, the Licensee shall lose the defective performance rights.
- 4.3. Licensee shall notify the Licensor of any defect by e-mail or by writing. The Licensee is obliged to describe the defect and provide to the Licensor all the information that may be necessary to assist the Supplier in resolving the defect, including a documented example of any defect (if possible), or sufficient information to enable the Licensor to re-create the defect.
- 4.4. The moment of asserting the warranty claim is the moment when the Licensee notifies the Licensor about the defect.
- 4.5. The warranty claim will be settled not later than 30 days from the date of the assertion of the warranty claim.

The Warranty Claim Guidelines are valid and effective as of 25.3.2020 .