

# Complaints Procedure

Complaints Rules of D.I.C. INVESTMENT , ID: 1643720 , registered office Room 1802, Dominion Centre , 43-59 , Queens Road East , Honk Kong (hereinafter "DIC")

DIC declares that the scope of its business activities includes but is not limited to trading in the gemstone and jewellery.

The jewellery of DIC is produced using the latest production methods; it is individually tested and undergoes strict quality control. They are marked with the hallmark according to valid legislation

of the Czech Assay Office pursuant to Act 539/1992 Coll., on Hallmarking and Precious Metal Testing (Hallmarking Act).

These Complaints Rules govern the terms and conditions under which the Buyer exercises his rights in the event of the item having defects in accordance with Section 2099 of Act 89/2012 Coll., Civil Code, as amended (hereinafter the "Act"), and furthermore the terms and conditions for exercising liability against the Seller for defects, or other rights stipulated below.

The guarantee period begins on the date of acceptance of the item by the Buyer. The guarantee period for all products is generally 24 months from the date of the acceptance of the item unless the Seller and the Buyer agree on a longer guarantee period.

Unless the delivered item has the characteristics specified under Sections 2095 and 2096 of the Act, the Buyer has the right, if the defective performance constitutes a gross breach of the Contract,

- a) to the rectification of the defect by means of the Seller supplying a new defect-free item or by the Seller supplying the missing item,
- b) to the rectification of the defect by the Seller repairing the item,
- c) to an appropriate discount of the purchase price, or
- d) to withdraw from the Contract.

The Buyer will notify the Seller about which right he has chosen to exercise when reporting the defect or immediately after reporting the defect. The Buyer cannot change the choice made without the consent of the Seller; this does not apply if the Buyer requests the repair of the defect that has been found to be non-repairable. If the Seller fails to rectify the defect within a reasonable period of time or informs the Buyer that he will not rectify the defect, the Buyer may request a reasonable discount of the purchase price instead of the defect rectification, or may withdraw from the Contract.

If the defective performance does not constitute a gross breach of the Contract, the Buyer has the right to have the defect rectified or receive a reasonable discount of the purchase price. Unless the Buyer exercises the right to a discount of the purchase price or withdraws from the Contract, the Seller may deliver what is missing or remedy the legal defect. The Seller may choose to rectify other defects by repairing the item or supplying a new item; the Buyer must not incur unreasonable costs as a result of the choice. If the Seller fails to rectify the defect of the item in time or refuses to rectify the defect of the item, the Buyer may request a discount of the purchase price, or may withdraw from the Contract. The Buyer cannot change the choice made without the consent of the Seller.

Upon delivery of the new item, the Buyer will return the originally supplied item to the Seller at the expense of the Seller.

A gross breach of Contract is understood as the sale of an item with a serious defect which the Seller knew about or must have known about when concluding the purchase contract and due to which the Buyer would not have concluded the purchase contract had he foreseen such breach (defect).

The Buyer cannot withdraw from the Contract or request the supply of a new item if he is not able to return the defective item in the condition in which it was received. This does not apply,

a) if the change in the condition occurred as a result of an inspection to detect defects in the item,  
b) if the Buyer used the item prior to discovering the defects,  
c) if the Buyer did not cause the reason for the inability to return the item in an unaltered condition through his own actions or neglect, or  
d) if the Buyer sold the item prior to discovering the defect, used it or altered the item during normal use; if this happened only partially, the Buyer shall return to the Seller what can still be returned, and will compensate the Seller up to the amount the Buyer derived benefit from in using the item.  
Unless the Buyer reports the defect of the item in time, the right to withdraw from the Contract shall lapse.

The complaint must be made in writing and delivered to the Seller's address: Room 1802, Dominion Centre 43-52, Queens Road East, Hong Kong, or verbally at the DIC Showroom, without undue delay after discovering it. Unless the Buyer reports the defect without undue delay after it could have been discovered in time via a prompt inspection or with sufficient care, the Seller shall not acknowledge the complaint. If the complaint involves a non-evident defect, the same situation shall apply as if the defect is not reported without undue delay after the Buyer could have discovered it with sufficient care, but no later than two years after receiving the item.

It is necessary to make the complaint attached with the documents that accompanied the acquisition (e.g. invoice, delivery note, certificate, letter of guarantee for watches), the date of receiving the item, and the specification of the reported defects.

The Buyer shall not be entitled to the rights arising from defective performance if the Buyer knew that the item had a defect prior to accepting the item or if the Buyer himself caused the defect.

The Seller shall acknowledge the complaint if the Buyer demonstrates that:

the product is defective; for this purpose, the Buyer shall present the defective product at the Seller's Showroom

the defect appeared during the guarantee period (for this purpose, the Buyer shall prove the moment of sale; in the event that a guarantee period longer than usual was provided for the product, this must be proven, especially using the guarantee certificate where this period is indicated)

the Buyer proves that the product was purchased from the Seller (for this purpose, the Buyer shall present a valid sales receipt showing the date of the purchase of the product, proving the purchase of the item subject to the complaint).

If any of the terms and conditions stipulated herein are not met by the Buyer, the complaint shall not be acknowledged as legitimate or subsequently handled.

The Seller shall issue the Buyer with a written confirmation about when the complaint was filed, what it concerned, what means were required to handle the complaint; furthermore confirmation of the date and method of handling the complaint, including confirmation of the performed repair and its duration, and if necessary a written justification for rejecting the complaint.

Complaints are handled without undue delay, at the latest within 30 days after receiving such, unless the Seller and the Buyer agree on a longer period of time.

If a defective product is exchanged for a new one or if a part of the product is replaced, the new guarantee period for that product, or for its new part, shall start its course again after the acceptance of the new item, or the item with the new part. The guarantee period shall be extended by the period during which the product was in guarantee repair in accordance with the repair report. In the event of a justified complaint, the Buyer shall be entitled to reimbursement for the necessary costs associated with the complaint. The Buyer shall have the same entitlement in the event of withdrawing from the Contract due to the defect of the item. The costs associated with shipping the item to the Buyer after handling the complaint shall be borne by the Seller.