



Claims Rules – apartment buildings

valid from 9 August 2017

I. Subject of the Warranty

The subject of the warranty is:

- a) the residential/commercial unit (hereinafter the unit) including its fixtures and fittings according to the Purchase Contract,
- b) the common areas within the building, in which the unit is located,
- c) the parts and accessories of the building, including those that are located outside it on a functionally related land.

II. Warranty period

1. The warranty period applying to the unit is 36 months and it commences running from the date of registration of ownership of the unit in the relevant Land Registry. The warranty period applying to the common areas of the apartment buildings is 36 months and commences running from the date the homeowners' association legally originates.
2. The warranty for building materials, with the exception of the putties specified below, and for all furnishings of the units, is provided by their original manufacturers, i.e.:
 - a) if the warranties provided by the original manufacturers are shorter than 36 months, the Contractor will provide the Owner with a warranty only just the limited warranty period as provided by this manufacturer, or
 - b) if the warranties provided by the original manufacturers are longer than 36 months the Contractor provides the Owner with a warranty for just the period of 36 months. After elapse of 36 months the rights and duties based on such a warranty are transferred to the Owner and the Contractor will not have any other obligations in relation to the extended warranty provided by the original manufacturer.
3. The warranty period for silicone and acrylic putties is 6 months.
4. The owner is entitled to notify the Contractor in compliance with Article V.(1) and thereby apply a claim for defects by the end of the last day of the warranty period at the latest, according to the instructions set out in Article VI.
5. The Contractor shall be liable for repairs of any defects in compliance with Article IV. of these Claims Rules, only if these are applied before elapse of the warranty period.

III. Scope of the warranty

1. The warranty applies to:
 - a) defects in the material and execution of the work provided by the Contractor or its suppliers.
 - b) defects in the distribution systems of the technical equipment in the building and in the mechanical systems.
2. The warranty does not apply to defects originating as a result of failure to adhere to instructions set out in the Manual for operation and maintenance of apartment and commercial units and this document.

IV. The Contractor's rights and duties during origin of a defect

1. If a defect to which the warranty applies appears during the warranty period, the Contractor removes the defect without undue delay after the Owner notifies it of the existence of the defect in the prescribed manner and after he provides it with access to the unit or its fixtures and fittings for the purpose of assessing the notified defect.
2. After the claim is applied to the Contractor in compliance with Article V.(1) of these Claims Rules and after assessment of the announced defect by the Contractor, the Contractor and the Owner will agree on a time schedule to remove such defect, if the warranty applies to this defect. This time schedule will include specific dates, including the date when the Owner provides access to the unit or its part or fixtures or furnishings to the Contractor's representative for removal of the defect. The Contractor's duty to complete removal of the defect is conditional to the Owner fulfilling his duty to provide access to the unit at the arranged time and for the period necessary for its removal.
3. If the Contractor fails to fulfil any obligation arising from these Claims Rules as a result of circumstances not caused by it (for instance the Owner's failure to provide assistance or a force majeure), the Contractor will not be required to realise this performance until the time these circumstances pass. This provision also applies to exterior repairs to the building (repairs to the façade and landscaping), performance of which depends on favourable climatic conditions.
4. Only the Contractor is authorised to choose the method and technologies for removal of the defect.

V. The Owner's rights and duties

1. Information must be sent without undue delay after a defect is established, so that it is delivered to the Contractor as soon as possible after the defect appears. The rights arising from liability for defects according to these Claims Rules must be applied against the Contractor in the legal manner.
2. The Owner is required to provide the Contractor with the essential assistance during removal of the claimed defects; particularly by providing access to the unit, its part or accessories so that the defect can be removed.
3. In the event that a defect occurs the Owner undertakes to take steps that minimise or restrict potential damages, which may be caused by occurrence of the defect, without undue delay.
4. If the Owner carries out any construction finishing work or interferes with or modifies the structure after the unit is handed over, he is required to adhere the relevant technological procedures and adhere to the relevant provisions of ČSN (standards) and decrees and proceed in compliance with the requirements of affected public authority bodies and the building rules. He is also required to inform the claims department of the general contractor, which is the Trigema Building a.s. Company (hereinafter the "claims department"), of the scope of this interference and this informs the Owner of the possible loss of warranty on some of the affected structures.
5. In order to settle some claims, the Owner of the unit/homeowners' association committee is required to allow the Contractor's employees to use connection to the electricity and water supply for the period essential for repairing the claimed defect.

VI. Notification of the defect

1. The Contractor and the Owner have agreed that if a defect covered by this warranty appears within the warranty period, the Owner applies a claim to the Contractor at the time such a defect is established, in the manner specified in the following paragraphs of this Article.
2. If the Owner establishes a defect in the unit related to building items or parts, he is required to contact the claims department without undue delay. Proposal of a date when the representative of the claims department may execute potential local investigations in order to assess the claimed defect, is an integral element of application of the claim.
3. If the Owner establishes defects related to building items or parts in the common areas of the building, he contacts the representative of the homeowners' association committee without undue delay and this is entitled to settle these claims. The committee notifies of the defect using the same procedure as in cases of defects in the apartment unit, see Article No. VI.(4) of these Claims Rules.

We must inform you that the time limit for settling justified claims commences running from the time a local investigation is performed by the representative of the claims department for the purpose of assessing the claimed defect.

4. The Owner always executes the claim concerning the unit in writing, by registered mail sent by means of Czech Mail, to the following address: Trigema Building a.s., Explora Business centre Jupiter, Bucharova 2641/14, 158 00, Prague 5, or by e-mail to the address: reklamace@trigema.cz. Possibly in the client section at <https://www.trigema.cz/ks/>

This written notification of the claim should contain the following information:

- the date the defect was established.
 - a detailed description of the defect, including potential photographic documentation of the defect.
 - the name of the project, street, unit number, possibly the area within the building and the precise location of appearance of the defect in the unit.
 - proposal of the most suitable date for a visit by a representative of the claims department.
 - contact information (mobile phone, telephone, e-mail) for confirmation of potential visits or repairs.
5. If notification of the claim does not arrive in the hands of employees of the claims department during working days from 8:00 to 16:00, the claim will be registered on the next working day from 8:00.
 6. The schedule of execution of repairs and the duration of time limits for settlement of the claimed defect may be affected by the nature of the defect being handled, the availability of spare parts and whether the repair work depends on the weather. If appearance of construction defects poses the risk of additional damages being incurred by the owner, urgent repairs are required. The requirement of urgent repairs is dealt with immediately, as soon as the Owner/HA committee informs the claims department of the problem or defect. It is up to the representative of the claims department to assess how urgent the repair is. In any case it is essential to provide the representative of the claims department with access to the unit for the purpose of performing assessment of the claimed defect.
 7. If the Owner discovers defects related to building items or parts within the unit, he should contact the claims department immediately without undue delay, in order to prevent further unpleasantness and damages, which could accompany the original defect.

VII. Restrictions and warranties

1. The Contractor and the Owner have agreed that the rights arising from liability for defects according to these Claims Rules are restricted to just removal of warranty defects. This warranty does not include loss of or damages to personal property or harm to health. These and potential additional claims may be applied in compliance with the relevant legal regulations.
2. The Contractor and the Owner have also agreed that if the Owner fails to provide the essential assistance to the Contractor during assessment of the justifiability and subsequently during removal of the claimed defect, by failing to allow the Contractor to access the unit, its part or accessories without serious reason, within sixty (60) calendar days after notification of the defect, the Contractor's duty to remove this defect expires.
3. The warranty does not apply to defects caused by incorrect maintenance of the subject of the warranty specified in Article I. or failure to adhere to the recommended procedures for use and maintenance.
4. The warranty does not apply to:
 - a) defects in items, their parts or accessories, which were not included in the original delivery of the unit, building or land, for the purchase price specified in the Purchase Contract,
 - b) defects in material or defects caused by work performed by someone other than the Contractor, its employees, intermediaries or suppliers,
 - c) defects caused by changes to the level of ground water, water levels or movement of soil, if these influences could not reasonably be foreseen by means of the appropriate surveys at the time of construction of the building,

- d) defects caused by insects, vermin, environmental pollution, including radiation and contamination by radon,
- e) defects arising as a result of use of the apartment unit for commercial purposes, f) defects arising as a result of unauthorised manipulation by the Owner or any one else apart from the Contractor or its employees, intermediaries or suppliers,
- g) defects caused by the Owner's failure to fulfil the requirements of the manufacturer's warranty terms in relation to appliances and equipment, or such failure by anyone else, apart from the Contractor or its employees, intermediaries or suppliers,
- h) normal wear,
- i) breakage and scratching of glass,
- j) evident mechanical damage to the subject of the warranty or defects of an aesthetic nature, established after handing over, i.e. not specified in the list of defects and unfinished work in the relevant record of handing over,
- k) cracks in interior and exterior plasters of a thickness of up to 0.2 mm.
- l) paint and wallpaper executed by the Owner earlier than 1 year after the apartment was handed over (the Contractor is only required to repair paintwork in the colour used during realisation of the construction work).