

Firm: **Undertaker's EXCELENT Ltd.**

K.H. Borovského 1020/50

356 091 Sokolov

ID : 279 69 649 DIČ : CZ27969649

Taken down with the Company's Register under The Regional Court a Plzeň, section C, part 19261

Represented by: Valérie Bíbová, manager  
(furtheron provider)

## **CLAIM RULES**

### ***Art.I - OPENING CLAUSE***

In accordance with these claim rules, the participants, i.e. contractors are :  
Consumer - orderer in accordance with the agreement, or his representative  
Provider - the supplier of the service, lessor

The Claim rules are adjusting the procedures of the contractors, their rights and duties when claiming:

The agreement on providing the funeral and connected service

The agreement on providing their service in accordance with individual needs of the consumer

### ***Art. II - THE EXTENT OF RESPONSIBILITY***

In accordance with these rules, it is possible to enforce the responsibility in the claiming procedure when providing the funeral and the service at the burial site. The reasons may be as follows:

the provider did not keep the contracted term of the funeral;

the provider did not provide the burial service or connected service as they were contracted;

the contracted service was provided differently from stated service in the contract;

it is wrongful to ask for more money by the provider than contracted;

the provider is not responsible for damage, which was caused when delivering things by the provider, or wrong instructions given by the consumer, if the provider does not tell the consumer about the defect or impropriety of the instruction

## *Art.III - ENFORCING THE CLAIM*

The claims on funeral service shall be submitted immediately after finishing the piet act, at latest the first working day after the funeral took place, or after the day that was stated as the funeral day.

The exceptions are :

-Flower decorations, where the claiming term is three callendar days. The provider is not responsible for theft, caused damage or replacing the flower decoration and thomb accesories

-Flower decorations in the funeral halls , where the claims must be submitted immediately after the funeral, are later liquidated by the Undertaker's employees , in case the flowers are not taken away by the cosumer.

The flowers that were on the coffin are not given back for hygienic reasons and are later liquidated as well.

The check of the flowers is being made on the appeal of the funeral master - before the funeral starts (later, the photos made before the funeral can use as an evidence). In case the funeral takes place in the funeral hall, the provider is not a provider of the piet act, the responsibility of the piet act and all the process is upon the provider of the funeral hall or the cemetery landlord. The term starts expiring from the moment of submitting the complaint over to the provider of the flower decoration and funeral service up to the evidental proving.

The place of claiming is the very place where the funeral service was ordered, i.e. the site of the provider. The claim shall be submitted in opening hours stated by the provider.

The claim shall be submitted by the consumer in accordance with the agreement, or by the person who proves to be his representative. (see Art.I)

The claim shall be submitted in written form, or, in oral form when making a note at the provider or his representative. It shall contain the date of submitting, the claimed defects, the signature and address of the claiming person. Shall the claim be forced on things that would be liquidated after the piet act and the defect cannot be proved later, the provider must know before the liquidation. The provider is due to hand over a note on Enforcing the right to the consumer.

## *Art.IV - THE WAY OF DISPOSING THE CLAIM*

Has it been proved the performance or its quality hasn't met the target of the agreement, the consumer has the right to particular lowering the price of the part of the service that was defected. The price of the funeral can be claimed only in case the demanded price is higher than agreed. If the agreed price was raised in the course of the process with the agreement of the orderer, then this higher price is valid. The provider is due to accept the claim without any hesitating and see to its disposing. A note with a signature of the claiming and accepting person is being made. The provider or his representative will decide on the claim within three work days since its submitting. This time does not include the time necessary for a special consideration of the defect. Disposing claim must not be longer than 30 days if the provider does not agree with the consumer on longer term. A term for disposing must be stated in the decision of disposing the claim. The person enforcing the claim is due to offer the time to the provider for disposing the claim. The claim can be refused in case it cannot be continued due to consumer's not cooperation.

## *Art.V - CLOSING CLAUSE*

1. These rules come into force from January 1st, 2009
2. In other relations that are not adjusted by these rules the law relations of the provider and consumer are ruled by common rules, particularly by Act 513/1991 Col., Business Code, Act 40/1994, Civil Code and Act 64/1992 on protection the consumer as amended.

Stamp:

Valerie Bíbová  
Manager

In Sokolov, Jan 1st, 2009