

## **CLAIMS (LIABILITY FOR DEFECTS, WARRANTY, COMPLAINTS)**

This Complaints Procedure is governed by the relevant provisions of the Civil Code, as amended, and by the provisions of Act No. 250/2007 Coll. on Consumer Protection and on the amendment of Act of the Slovak National Council no. 372/1990 Coll. On offences punishable under the Act, as amended, in liability for defects and asserting liability for defects in goods sold and services provided.

- 1.** The Seller is liable for product defects and the Buyer shall file a claim immediately with the Seller in accordance with the applicable Complaints Procedure. The warranty period for the products sold is determined by the general law - Civil Code in force at the time of sale.
- 2.** The handling of complaints is subject to the applicable Complaints Procedure. By sending the order to the Seller, the Buyer confirms that he was duly informed about the conditions and method of complaint of the goods, including information on where the complaint can be made and about the performance of warranty repairs in accordance with the provisions of Art. §18 sec. 1 of Act no. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council no. 372/1990 Coll. on offenses, as amended (hereinafter referred to as the "Act").
- 3.** The Complaints Procedure applies to a product purchased by the Buyer from the Seller in the form of placing an order in the e-shop on the Seller's e-shop website, or by e-mail, or otherwise.
- 4.** Complaints procedure in this form is valid for all business cases, unless other contractual guaranty conditions are agreed.
- 5.** The Buyer shall have the right to claim a guarantee from the Seller only for a product which shows defects caused by the manufacturer, supplier or seller, is covered by the warranty and was purchased from the Seller.
- 6.** The Buyer shall inspect the product upon receipt of the product. After detection of a product flaw, the Buyer can claim from flaws detected during this inspection. During the warranty period, the Buyer has the right to request the removal of a flaw after submitting the product to the Seller along with a proof of purchase.
- 7.** If the product has a flaw, the Buyer is entitled to claim from the Seller in accordance with the provisions of Section 18 paragraph 2 of the Consumer Protection Act by e-mail or telephone contact.
- 8.** The complaint procedure for a product that can be objectively presented to the Seller shall begin on the date when all of the following conditions are met:
  - a.** the claimed product was submitted by the Buyer to the following address: **Ing. Zlatica Tušková, Horné Saliby 908, 925 03 Horné Saliby, ID: 51226910**
  - b.** together with the claimed product, a proof of purchase was submitted to the above-mentioned address - a receipt (invoice), the name and address of the Buyer, or a telephone contact, a precise description of the product flaw, or the occurrence of the flaw on the product.
- 9.** The complaint protocol is available at:  
<http://www.zlatush.sk/documents/complaintprotocol.pdf>

The Buyer shall fill in the a-g fields in the Complaint Report and send the filled-in Complaint Report to the Seller by e-mail or Slovak Post, or in person at the above-mentioned address.

**10.** The commencement of the complaint procedure is also the day of the complaint. The Buyer shall submit the claimed product at the place specified in this Complaints Procedure (point 8. a.).

**11.** In the place designated for receiving complaints, the Seller is obliged to ensure the presence of a person authorized to handle complaints in accordance with § 18 par. 3 of the Act.

**12.** The Buyer assumes liability for defects of the product at the Seller without undue delay.

**13.** The Seller shall issue to the Buyer a document confirming receipt of the claim in writing, eg. in the form of an e-mail, or documentary form, in which it is necessary to accurately indicate the defects of the goods in accordance with the provision of § 18 par. 5 of the Act.

**14.** If the Buyer makes a complaint, the Seller or his authorized employee or designated person is obliged to inform the consumer about his rights under the general regulation based on the consumer's decision, which of these rights the consumer claims, is obliged to determine the way of handling the complaint under § 2 let. m) immediately, in complicated cases no later than 3 working days from the date of the claim, in justified cases, especially if a complex technical assessment of the condition of the product or service is required, no later than 30 days from the date of the claim. Once the method of handling the complaint has been determined, the complaint shall be settled immediately; in justified cases the complaint may be settled later; however, the complaint must not be processed for more than 30 days from the date of the complaint. After the expiry of the period for settling the claim, the consumer has the right to withdraw from the contract or the right to exchange the product for a new product.

**15.** The flaws that the Buyer was informed about at the time of conclusion of the Contract are not a reason for a claim.

**16.** The right to claim by the Buyer at the Seller ceases to exist if:

- a.** the Buyer is not able to submit proof of payment (a copy of the document is recommended to the Buyer to secure and keep), delivery note,
- b.** the product warranty period expires,
- c.** the product is mechanically damaged caused by the Buyer,
- d.** the product was used in conditions that do not correspond to the natural environment,
- e.** the product was handled improperly, abused, or the product care was neglected,
- f.** the product was damaged due to abnormal wearing, improper handling, or used in violation with the conditions stated in the documentation, general principles, technical standards or safety regulations valid in the Slovak Republic,
- g.** the product was damaged through unavoidable or unforeseeable events,
- h.** the product was damaged by accidental deterioration and accidental breakdown, other unprofessional interference, damage or atmospheric electricity, or by other circumstances beyond control, by unauthorized interference with the product.

**17.** The Seller is obliged to handle the claim and terminate the claim procedure in one of the following ways:

- a.** by submitting a repaired product,

- b.** by exchanging of the product,
- c.** by returning the purchase price of the product,
- d.** by paying a reasonable discount from the product price,
- e.** a written call for acceptance of the performance determined by the seller,
- f.** by reasoned rejection of the product claim.

**18.** The Seller is obliged to issue a written document on the complaint handling to the Buyer no later than 30 days from the date of claim.

**19.** The warranty period is 24 months for the goods sold and for the production of made-to-measure goods and commences from the date of conclusion of the purchase contract. The warranty period for used goods is 12 months. The warranty period is extended by the period during which the buyer could not use the goods due to the warranty repair of the goods.

**20.** Regarding a flaw that can be removed, the claim will be handled as follows:

- a.** the seller provides for the removal of the flaw, or
- b.** the seller will replace the defective product with a new product identical to the one claimed.

**21.** In the case of a flaw that cannot be corrected, or one or more repetitive flaws, or a number of different removable flaws, and which prevent the product from being properly used as flawless, the Seller shall deal with the claim by:

- a.** cancellation of the purchase contract or at the customer's request by exchanging of the product for another goods which is functional, identical or with better technical parameters, or
- b.** if the Seller cannot exchange the product with another, the Seller will deal with the claim by issuing a credit note for the defective product.

**22.** For the purposes of a claim, the occurrence and removal of the same removable flaw more than twice is considered to be a number of the same removable flaws.

**23.** For the purposes of a claim, the occurrence and removal of more than two different removable flaws are considered to be a number of different removable flaws.

**24.** If the Seller terminates the complaint procedure as a legally justified rejection of the claim but the defect of the product is, according to the consumer, objectively existing and has not been corrected, the Buyer can exercise his right to eliminate the defect of the product through the court.

**25.** The warranty does not cover unprofessional interference with the product, resp. failure to comply with the procedure specified in the instructions for use - for products for which such procedure results from the nature of the product.

**26.** Advice to consumers: (1) If the flaw is removable, the Buyer has the right to have it removed free of charge, in a timely and proper manner. The Seller is obliged to remedy the defect without undue delay. (2) The Buyer may, instead of removing the defect, require replacement of the product or, if the defect concerns only a part of the product, replacement of the part, if this does not incur disproportionate costs with respect to the price of the product or the severity of the defect. (3) The Seller may always replace the defective product with a

flawless product instead of removing the defect, unless this causes the Buyer serious difficulties. (4) In the case of a defect that cannot be remedied and which prevents the product from being properly used as a flawless product, the Buyer has the right for exchanging the product or has the right to withdraw from the contract. The same rights belong to the Buyer in the case of removable defects, but if the buyer cannot properly use the product due to recurrence of the defect after repair or due to a larger number of defects. (5) In the case of other irremovable defects, the Buyer is entitled to a reasonable discount on the product price.

### **Alternative dispute resolution**

**a)** The Buyer has a right to contact the seller for a remedy via e-mail to: [info@zlatush.sk](mailto:info@zlatush.sk) or in writing to: Ing. Zlatica Tušková, Horné Saliby 908, 925 03 Horné Saliby, ID: 51226910 if he/she is not satisfied with how the claim was solved by the Seller or assumes that the Seller violated his/her rights. If the Seller refuses to respond to this request or does not respond within 30 days since the request was sent, the consumer has the right to submit an alternative dispute solution proposal to an alternative dispute resolution entity (ADR entity) according to the Act No. 391/2015 Coll. The ADR entities are bodies and authorized legal entities according to Section 3 of Act No. 391/2015 Coll. The consumer may submit the proposal in the manner specified according to Section 12 of Act No. 391/2015 Coll.

**b)** The Buyer can also submit a complaint through the Alternative Dispute Resolution ODR platform available online at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

**c)** Alternative dispute resolution can only be used by a consumer - a natural person who, when concluding and fulfilling the consumer contract, does not act within the scope of their business, employment or occupation. Alternative dispute resolution relates only to the dispute between the consumer and the seller resulting from the consumer contract or related to the consumer contract.

The alternative dispute resolution only applies to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed 20 EUR. The ADR entity may require the consumer to pay a fee for starting the alternative dispute resolution to a maximum amount of 5 EUR including VAT.

In Horné Saliby, 28.12.2017