

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

This complaint procedure is governed by the relevant provisions of the Civil Code, as amended. regulations and provisions of Act No. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended in the case of liability for defects and the application of liability for defects in manufactured goods and services provided.

1. Previous liability for product defects and buyers file a complaint without being valid in the valid advertising regulations. The warranty period for the products sold is determined by a general legal regulation - the Civil Code valid at the time of sale.
2. The valid complaint procedure applies to the handling of complaints. The buyer sending orders confirms to the seller that they have been duly informed about the conditions and method of claiming the goods, including information on where the claim can be made, and about the performance of warranty repairs in accordance with Art. §18 par. 1 of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on Offenses as amended (hereinafter referred to as the "Act").
3. The complaint procedure applies to the product purchased by the buyer from the seller in the form of e-commerce on the seller's e-commerce website, or by e-mail, or otherwise.
4. The complaint procedure in this form is valid for all business cases, unless other warranty conditions are contractually agreed.
5. The buyer has the right to claim from the seller a warranty only for a product that requires defects, which are introduced by the manufacturer, supplier or seller, pays qualitatively and was purchased from the seller.
6. Upon discovery of a product defect, the consumer may claim defects found during the warranty period and have the right to have the defects remedied completely.
7. If the product requires errors, the customer has the right to file a complaint with the manufacturer in accordance with the provisions of § 18 para. 2 of the Consumer Protection Act by e-mail or telephone contact.
8. The complaint procedure begins on the day when all the following conditions are met:
  - a. the consumer immediately applied the claimed product at the address: Tomáš Zúbrik, Jiráskova 400/23, 965 01 Žiar nad Hronom, ID: 48108987, e-mail: info@tomweb.sk
  - b. together with the claimed product, a proof of purchase was submitted to the above address - a cash receipt (invoice), the name and address of the consumer, or telephone contact, an exact description of the product error, or how the product error occurred.
9. A sample of the complaint protocol is available at:  
[http://www.tomweb.sk/documents/return\\_policy.pdf](http://www.tomweb.sk/documents/return_policy.pdf) the consumer fills in the fields in the complaint protocol in points a-g and sends the complaint protocol to the seller by e-mail or Slovak post, or in person at the above address./
10. The beginning of the complaint procedure is also the day of the complaint.
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 Art. § 18 par. 3 of the Act.
12. The buyer assumes liability for product defects with the seller without undue delay.

13. On the day of receipt of the complaint, the Seller shall issue to the Buyer a document on the receipt of the complaint of the goods in writing, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately mark the defects of the goods in accordance with Art. § 18 par. 5 of the Act.

14. If the consumer files a complaint, the seller or an employee authorized by him or a 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 applies, he is obliged to determine immediately, in complex cases no later than 3 working days from the date of the complaint, 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 complaint. After determining the method of handling the complaint, the complaint will be settled immediately, in justified cases, the complaint can be settled later; however, the settlement of the complaint may not take longer than 30 days from the date of the complaint. After the expiration of the period for handling the complaint, the consumer has the right to withdraw from the contract or has the right to exchange the product for a new product.

15. The buyer does not apply the warranty for errors of which he was notified by the seller at the time of concluding the contract.

16. The buyer's right to claim the warranty from the seller expires:

- a. by failing to submit proof of payment (we recommend the buyer to secure a copy of the proof and keep it), the delivery note,
- b. upon expiry of the product warranty period.

17. The seller is obliged to handle the complaint and terminate the complaint procedure in one of the following ways:

- a. by handing over the repaired product,
- b. product exchange,
- c. by returning the purchase price of the product,
- d. by paying a reasonable discount on the price of the product,
- e. a written invitation to take over the performance specified by the seller,
- f. reasoned rejection of the product claim.

18. The seller is obliged to issue a written document to the buyer about the handling of the complaint no later than 30 days from the date of the complaint.

19. The warranty period is 24 months for the goods sold and for the manufacture of the item to order from the date of conclusion of the purchase contract. The warranty period is extended by the period during which the buyer could not use the goods due to warranty repair of the goods.

20. With regard to a remediable error, the complaint will be handled as follows:

- a. the seller will ensure that the error is remedied, or
- b. the seller replaces the defective product with a new one, identical to the claimed product.

22. In the case of a defect which cannot be remedied, or one repetitive remediable defect, or a plurality of different remediable defects, and which prevent the product from being used properly as error-free, the seller shall settle the complaint:

a. by canceling the sales contract, or at the customer's request by exchanging the product for other functional goods, of the same or better technical parameters, or

b. in the event that the seller cannot exchange the product for another, he will handle the complaint by issuing a credit note for the defective product.

23. For the purposes of a complaint, the occurrence and elimination of the same remediable error more than twice is considered to be a repeated, remediable error.

24. For the purposes of a complaint, the occurrence and elimination of more than two different remediable errors is considered to be a large number of different remediable errors.

25. In the event that the seller terminates the complaint procedure as a legally justified rejection of the complaint, but according to the consumer, the product error objectively exists and has not been eliminated, the buyer can exercise his right to rectify the product error through the court.

27. Instruction for the consumer: (1) In the case of a defect that can be removed, the buyer has the right to be free, timely and properly removed. (2) The buyer may, instead of remedying the defect, request a replacement of the product or, if the defect concerns only a part of the product, replacement of the part, if the seller does not incur disproportionate costs due to the price or severity of the defect. (3) The seller may always replace the defective product with a perfect one instead of eliminating the defect, if this does not cause serious difficulties for the buyer. (4) In the case of a defect which cannot be remedied and which prevents the product from being properly used as a product without defects, the buyer has the right to replace the product or has the right to withdraw from the contract. The same rights belong to the buyer in the case of remediable defects, but if the buyer can not properly use the product due to the recurrence of the defect after repair or for a larger number of defects. (5) In the case of other irreparable defects, the buyer is entitled to a reasonable discount on the price of the product.

#### **Alternative out - of - court dispute resolution**

a) The consumer has the right to contact the seller with a request for redress, by e-mail to: info@tomweb.sk, or in writing to the address: Tomáš Zúbrik, Jiráskova 400/23, 965 01 Žiar nad Hronom, IČO: 48108987, if not is satisfied with the manner in which the seller has handled his complaint or if he believes that the seller has infringed his rights. If the seller responds to this request in the negative or does not respond to it within 30 days of its dispatch, the consumer has the right to file a motion to initiate alternative dispute resolution to the subject of alternative dispute resolution (ADR entity) under Act 391/2015 Coll. ARS entities are bodies and authorized legal entities

according to §3 of Act 391/2015 Coll. The consumer may submit the proposal in the manner specified pursuant to §12 of Act 391/2015 Coll.

b) The consumer can also file a complaint to the subjects of alternative dispute resolution RSO, which are listed online at <http://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-> alternative-consumer-dispute resolution.

c) Alternative dispute resolution can be used only by the consumer - a natural person who does not act within the scope of his business activity, employment or profession when concluding and fulfilling a consumer contract. Alternative dispute resolution only concerns a dispute between a consumer and a seller arising out of or in connection with a consumer contract.

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 EUR 20. The ADR entity may require the consumer to pay a fee for initiating ADR up to a maximum of EUR 5 including VAT.

In Žiar nad Hronom, on 01.10.2018