

Complaints policy

1. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods:
 - the goods have the characteristics which the parties have agreed and, in the absence of agreement, have the characteristics which the seller or the manufacturer has described or which the buyer has come to expect having regard to the nature of the goods and on the basis of the seller's advertising,
 - the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
 - the goods correspond to the quality or workmanship of the agreed sample or specimen, if the quality or workmanship has been determined according to the agreed sample or specimen, the goods are in the corresponding quantity or weight; and
 - the goods comply with legal requirements.
2. If the defect manifests itself within six months of the buyer's receipt of the goods, the goods shall be deemed to have been defective upon receipt. The buyer shall be entitled to claim the rights of a defect that occurs in consumer goods within twenty-four months of receipt. This provision shall not apply to goods sold at a lower price because of a defect for which the lower price was agreed, to wear and tear of the goods caused by their normal use, to second-hand goods because of a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the buyer, or if this is apparent from the nature of the goods.
3. In the event of a defect, the Buyer may submit a claim to the Seller and demand:
 - if it is a defect that can be rectified:
 - free of charge removal of the defect,
 - replacement of the goods with new goods,
 - if it is a defect that cannot be remedied:
 - a reasonable discount on the purchase price,
 - withdraw from the contract.
4. The buyer has the right to withdraw from the contract,
 - if the goods have a defect which cannot be remedied and which prevents the goods from being properly used as free from defect,
 - if the goods cannot be used properly due to the recurrence of the defect or defects after repair,
 - if he cannot use the goods properly due to a large number of defects.
5. The Seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible, possibly also in the registered office or place of business. The consumer may also lodge a complaint with a person designated by the seller. If the consumer's complaint is handled by a person designated by the seller, the latter may

only handle the complaint by handing over the repaired goods, otherwise the complaint shall be forwarded to the seller for handling. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires, as well as a confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification of the rejection of the complaint.

6. If the consumer lodges a complaint, the seller or his authorised employee or designated person is obliged to inform the consumer of his rights arising from the defective performance. On the basis of the consumer's decision which of his rights arising from the defective performance he claims, the Seller or his authorised employee or designated person is obliged to determine the manner of handling the claim immediately, in complex cases no later than within three working days from the date of the claim, in justified cases, in particular if a complex technical assessment of the condition of the goods is required, no later than within 30 days from the date of the claim. . Once the method of handling the claim has been determined, the claim, including the removal of the defect, must be handled immediately, and in justified cases the claim may be handled later. However, the processing of the complaint, including the removal of the defect, may not take longer than 30 days from the date of the complaint. The expiry of this time limit shall be deemed to be a material breach of contract and the buyer shall have the right to withdraw from the contract of sale or have the right to exchange the goods for new goods. The moment when the Buyer's expression of intent (exercise of the right of defective performance) to the Seller is deemed to be the moment when the claim is made.
7. The Seller shall inform the Buyer in writing of the outcome of the complaint, no later than 30 days from the date of the complaint.
8. The right of defective performance does not belong to the buyer if the buyer knew before taking over the thing that the thing has a defect, or if the buyer himself caused the defect.
9. In the event of a legitimate complaint, the buyer is entitled to compensation for the costs reasonably incurred in connection with the claim. The Buyer may exercise this right with the Seller within one month after the expiry of the warranty period.
10. The buyer has the choice of the method of complaint and its handling if there are several options.
11. The rights and obligations of the contracting parties with regard to rights from defective performance are governed by Sections 499 to 510, 596 to 600 and 619 to 627 of Act No. 40/1964 Coll. of the Civil Code, as amended, and Act No. 250/2007 Coll., on Consumer Protection, as amended.
12. Other rights and obligations of the parties related to the Seller's liability for defects are regulated by the Seller's Complaints Procedure.