



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

This Complaints Policy, in regard to liability for defects and in exercising liability for defects of sold products and offered services, is governed by the relevant regulations of the Civil Code, as amended, and regulations of Act No. 250/2007 Coll. on Protection of Consumers and changes to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended.

1. The seller is responsible for product defects and the consumer is to file a complaint with the seller without delay according to the valid Complaints Policy. The warranty period for sold products is set in accordance with the general legal directive – the Civil Code valid at the time of the transaction.
2. Complaints are handled in accordance with the valid Complaints Policy. By submitting the order, the consumer acknowledges that he has been duly informed about the conditions and means of complaining about a product, including information on where he can file a complaint and about the means of warranty repairs in accordance with provisions of §18 (1) of Act No. 250/2007 Coll. on Protection of Consumers and changes to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended (hereinafter referred to as “Act”).
3. The Complaints Policy applies to products acquired by the consumer from the seller in the form of an online transaction through the internet site of the seller’s online shop or by email, or otherwise.
4. The Complaints Policy in this form is valid for all transaction cases, unless other warranty conditions are contractually agreed.
5. The consumer is entitled to claim warranty rights only on a product that is defective, if the defects were caused by the product’s manufacturer, supplier or seller, the product is under warranty and it has been acquired from the seller.
6. The consumer will inspect the product upon collecting it. Upon noticing product defects, he can claim his rights regarding observed defects. Within the warranty period the consumer has a right to have the defects repaired free of charge upon presenting the product to the seller with the exchange receipt.
7. If the product shows defects, the consumer has a right to file a complaint with the seller by email or phone, in accordance with provisions of §18 (2) of Act on Protection of Consumers.
8. The complaints resolution period for a product, that can be objectively presented to the seller, starts on the day when all the following conditions are met:

- a) The product subject to claim has been delivered to the address: **ZaZeZi s. r. o., Bakošova 4714/1, 841 03 Bratislava, Slovakia IČO: 46 125 329, [maria@stitchspider.com](mailto:maria@stitchspider.com), [www.stitchspider.com](http://www.stitchspider.com)**
  - b) Together with the product an exchange receipt has been delivered to the address above – cash register receipt (invoice), name and address of the consumer, possibly phone number, a detailed description of the product defects, possibly listing how the defect had occurred.
- 9.** The complaints protocol template is available at the address:  
<https://www.stitchspider.com/documents/complaints-protocol/> Within the complaints protocol the consumer fills in the tables in sections a-g and delivers it to the seller by email or post, possibly in person at the address above.
- 10.** The start of the complaints resolution period is correspondingly the date when the complaint has been filed. The product subject to claim is to be presented by the consumer at the address listed in this Complaints Policy /section 8a/.
- 11.** In accordance with regulations of § 18 (3) of the Act the seller is required to have authorized staff present at the address for accepting complaints.
- 12.** The consumer is to claim responsibility for product defects with the seller without undue delay.
- 13.** On the date of accepting the complaint, the seller issues a receipt in written form, e.g. by email or in writing, about receiving the product subject to complaint, in which he is required to accurately describe the product defects in accordance with provisions of § 18 (5) of the Act.
- 14.** If the consumer files a complaint, the seller or the seller's authorized employee or an appointed person is obliged to inform the consumer of his rights according to the general directive. Based on the consumer's decision which of these rights he wishes to exercise, the seller is obliged to appoint the means of settling the complaint according to § 2 (m) immediately, in complicated cases no later than 3 days from the date that the complaint was filed, in just cases, primarily if a complicated technical evaluation of the product's or service's condition is required, no later than 30 days from the date that the complaint was filed. Upon appointing the means of settling the complaint, the complaint is to be resolved immediately, in just cases it is possible to resolve the complaint later, the period for resolution must not exceed 30 days from the date that the complaint was filed. After the period for complaint resolution expires, the consumer has a right to withdraw from the contract or for product replacement.
- 15.** The consumer cannot claim warranty on defects that he had been made aware of by the seller at the time of closing the contract.
- 16.** The consumer's right to claim warranty with the seller expires:
- a) when the exchange receipt (we recommend that the consumer creates and safekeeps a copy of the receipt), proof of delivery, is not presented,
  - b) after the warranty period expires,
  - c) when the product is physically damaged by the consumer,

- d) when the product is not used under normal conditions,
- e) by improper handling, use or care negligence for the product,
- f) upon damage caused to the product by excessive stress, improper handling or if it is used contrary to the conditions listed in the documentation, general rules, technical norms and safety regulations valid in the Slovak Republic,
- g) upon damaged caused to the product by irreversible or unpredictable events,
- h) upon damage caused to the product by random destruction and random deterioration, other improper intervention, damage or atmospheric electricity or other intervention of force majeure, unauthorized intervention to the product.

**17.** The seller is obliged to settle the complaint and conclude the complaints resolution process by one of the following means:

- a) providing a repaired product,
- b) replacing the product,
- c) refunding the product's purchase price,
- d) issuing a reasonable discount from the product's purchase price,
- e) a written appeal to claim the settlement determined by the seller,
- f) a just rejection of the product complaint.

**18.** The seller is obliged to issue a written receipt informing the consumer of the resolved complaint no later than 30 days after the date that the complaint was filed.

**19.** The warranty period is 24 months for sold products and for goods made to order from the date that the contract is closed. The warranty period for used goods is 12 months. The warranty period is extended by the period during which the consumer could not use the goods due to warranty repairs.

**20.** If the defect is repairable, the complaint will be handled accordingly:

- a) the seller provides a remedy of the defect,
- b) or the seller replaces the defective product for a new one, identical to the one subject to complaint.

**21.** If the defect is unrepairable, or if the same repairable defect occurs repeatedly, or if there is a variety of numerous repairable defects, and these prevent from proper use of the product as if it was not defective, then the seller will handle the claim accordingly:

- a) by withdrawing the transaction contract, or at the consumer's request, by replacing the product for other, operating goods of the same, or better, technical parameters, or,
- b) in case the seller cannot replace the product for a different one, by issuing credit in place of the defective product.

**22.** For complaints purposes a repeated repairable defect is an occurrence and remedy of the same repairable defect more than twice.

**23.** For complaints purposes a variety of numerous repairable defects is an occurrence and remedy of more than two various types of repairable defects.

- 24.** In case the seller concludes the complaints resolution process as a legally justifiable rejection of the complaint, but the product defect according to the consumer objectively exists and has not been remedied, the consumer can claim his right to have the product defect remedied at court.
- 25.** The warranty does not apply to improper intervention to the product, i.e., to cases when instructions in the instruction manual are not followed – for products where such instructions result from the nature of the product.
- 26.** Consumer guidance:
- (1) If the complaint concerns a defect that is repairable, the consumer has a right for it to be remedied duly, free of charge and in a timely manner. The seller is obliged to remedy the defect without undue delay.
  - (2) The consumer can request a product replacement instead of the defect remedy, or if the defect concerns only a part of the product, to request replacement of the parts, under the condition that the seller does not incur unreasonable costs relative to the product's price or the defect complexity.
  - (3) The seller can always replace a defective product for an operational one instead of remedying the defect, if, in doing so, the consumer does not incur serious difficulties.
  - (4) If the defect is unrepairable and it prevents from proper use of the product as if it was not defective, then the consumer has a right for product replacement or for withdrawal from contract. The consumer has the same rights in case the defect is repairable, but the consumer cannot use the product properly due to recurring defects after repair or due to numerous product defects.
  - (5) In case the defects are unrepairable, the consumer has a right for a reasonable discount from the product's price.

## **Alternative Means of Settling Out of Court**

- a) If the consumer is not satisfied with how his complaint has been resolved by the seller or if he is of the opinion that the seller has breached his rights, he has a right to request corrective action from the seller by email at: [maria@stitchspider.com](mailto:maria@stitchspider.com), or in writing at the address: **ZaZeZi s. r. o., Bakošova 4714/1, 841 03 Bratislava, Slovakia IČO: 46 125 329**. If the seller rejects this request or does not respond to it within 30 days since it was sent, then the consumer has a right to initiate a motion for an alternative means of settling the dispute with a party of alternative dispute resolution (hereinafter referred to as "ADR party") in accordance with Act no. 391/2015 Coll. ADR parties are organizations and authorized legal entities according to §3

of Act no. 391/2015 Coll. The motion can be submitted by means described under §12 of Act 391/2015 Coll.

- b) The consumer can also submit a complaint using the platform for alternative dispute resolution RSO, that is available online at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>
- c) The alternative means of settling the dispute can only be used by the consumer – natural person, who in concluding and fulfilling the consumer contract does not act from the subject of his business activities, employment or profession. The alternative means of settling the dispute only applies to the dispute between the consumer and the seller as ensuing from the consumer contract or relating to the consumer contract.

Alternative dispute resolution applies only to remotely concluded contracts. Alternative dispute resolution does not apply to disputes where the disputable value does not exceed 20 EUR. The ADR party can request a payment from the consumer for initiating the alternative dispute resolution in the maximum amount of 5 EUR, tax included.

In Bratislava, on 11.09.2020