

Complaints Procedure

1 General Provisions

1. The Complaints Procedure is an integral part of the General Terms and Conditions (hereinafter referred to as the "GTC") of Zabožova s.r.o., ID No. 08084734, VAT ID No. CZ08084734, with its registered office at Rebešovice Reg. No. 25, postcode 664 61, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 111795 (hereinafter referred to as the "Seller"), and describes the procedure for complaints of goods acquired from the Seller.
2. The buyer is obliged to acquaint itself with the Complaints Procedure and the General Terms and Conditions (GTC) before ordering the goods. The Buyer acknowledges that it is obliged to provide the Seller with the cooperation necessary for settling the complaint, otherwise, the time limits shall be extended by the time during which the Buyer did not provide the required cooperation.
3. By entering into the purchase agreement and accepting the Goods from the Seller, the Buyer agrees to this Complaints Procedure.
4. The definitions of the terms contained in this Complaints Procedure shall prevail over the definitions in the GTC. If the Complaints Procedure does not define a term, it is understood in the meaning in which it is defined in the GTC. If a term is not defined in the Complaints Procedure or the GTC, it is understood in the meaning in which it is used by legal regulations.

2 Quality Guarantee

1. As proof of warranty, the Seller issues for each purchased goods proof of purchase (invoice) with the data provided by law that are necessary to claim the warranty (in particular the date of issue, name of the goods, price, quantity, etc.).
2. The content of the provided warranty, its scope, conditions, period of validity and the way in which claims under the warranty can be asserted are specified in the Complaints Procedure.
3. The granting of the warranty shall be without prejudice to the Buyer's rights related to the purchase of the item.

2.1 Deadline for exercising the rights from faulty performance

1. The deadline for exercising the rights from faulty performance shall commence on the date of acceptance of the goods by the Buyer, i.e., on the date stated on the proof of purchase or on the warranty certificate.
2. The deadline for the Buyer – consumer – is 24 months for new goods.
3. The deadline for the Buyer – consumer – is 12 months for used goods. Used goods means Goods that are used without defects, and the Buyer must be informed about this fact.

4. If the Buyer is an entrepreneur, the Seller shall be liable only for defects that the item has at the time of acceptance.
5. The period shall end on the date corresponding to the numerical indication of the day on which it began and by the relevant number of months thereafter.
6. The rights from the liability for defects of the goods for which the quality guarantee applies will expire if they have not been exercised within the specified period.
7. In the case of settlement of a complaint in the form of exchange of goods, the new period shall not run; the period starting from the date of acceptance of the goods by the Buyer shall be decisive.

2.2 Quality upon acceptance

1. The Seller is liable to the Buyer that the item concerned is free of defects upon acceptance. In particular, the Seller is liable to the Buyer that, at the time of acceptance by the Buyer:
 - a. The item has the properties agreed upon by the parties and the properties described by the Seller.
 - b. The item is in the required quantity, size or weight.
 - c. The item complies with legal requirements and regulations.
 - d. If a defect manifests itself within six months of the acceptance, the item is deemed to have been defective at the time of the acceptance, unless the Seller proves otherwise.

3 Warranty Terms and Conditions

3.1 Inspection of goods upon acceptance

1. The Buyer is obliged to check the condition of the consignment together with the carrier immediately after delivery (number of packages, intactness or damage of the box) according to the enclosed shipping note. The Buyer is entitled to refuse acceptance of a consignment which is not in conformity with the Purchase Contract because, for example, the consignment is incomplete or damaged. If this Buyer takes over such a damaged consignment from the carrier, it is necessary to describe the damage in the handover report of the carrier.
2. An incomplete or damaged consignment must be reported immediately by e-mail to the address indicated on the Seller's website and a damage report shall be written up with the carrier and sent without undue delay by e-mail or mail to the Seller. An additional complaint regarding incompleteness or external damage to the consignment does not relieve the Buyer of the right to claim the item; however, it gives the Seller the opportunity to demonstrate that there is no conflict with the purchase agreement.

3.2 Lodging a complaint

1. The Buyer may lodge a complaint:
 - a. By e-mail to the e-mail address: info@zabojova.cz
 - b. In writing to the following address: Zabojova s.r.o.

Rebešovice Reg. No. 25
postcode 664 61
Czech Republic
2. The Buyer shall attach a copy of the proof of purchase or document the warranty of the goods in any other appropriate manner, describe the defect in detail and provide sufficient contact details (especially address, e-mail address and telephone number). Absence of the above may make identification of the origin and the defect of the goods impossible.
3. The Seller shall issue a written confirmation of the claim to the Buyer and shall provide the Buyer with information on the further procedure, in particular the manner in which the Buyer shall hand over the defective Goods to the Seller in order for them to be assessed under the complaint procedure.
4. The confirmation serves only as proof of receipt of the complaint. The condition of the goods in which the Buyer handed over the defective goods to the Seller shall be assessed within the complaint procedure.
5. The Buyer is aware that if the Buyer fails to deliver the claimed goods including all received accessories, then in the event the Buyer withdraws from the Contract, the purchase price reduced by the price of the undelivered accessories shall be returned to the Buyer.

3.3 Exclusions

The warranty does not cover:

- a. mechanical damage of the goods,
- b. use of the goods in inappropriate conditions in terms of temperature, dust, humidity, chemical or mechanical conditions directly specified by the Seller or the manufacturer,
- c. improper installation, handling, operation, care, maintenance, or neglected care of goods.
- d. damage caused by excessive load or by any use in contradiction with the terms and conditions stated in the documentation or in the general principles.
- e. performance of unqualified intervention.
- f. goods that have been modified by the customer, if a defect arose as a result of such modification.
- g. damage through natural phenomena or force majeure.

3.4 Defect testing

1. Goods returned for the reason of complaint will only be tested for the defect described by the Buyer (in the complaint form, the attached defect description). To indicate a defect, the Seller recommends a written form, which also means electronic communication.

2. If the complaint is rejected and if the Buyer agrees to a paid repair, the repair will be charged according to the costs incurred for the repair of the goods.
3. Before performing a paid repair, the Buyer shall be informed of the price of the repair, its scope and the time required to perform the repair. Any paid repair may only be carried out with the express consent of the Buyer.

3.5 Rejection of a complaint

The Seller has the right to reject a complaint of goods in cases where goods under complaint and/or their components are contaminated or do not meet the basic requirements for safe and hygienic handover of the goods for the complaint procedure.

3.6 Complaint Settlement

3.6.1 Buyer – consumer

1. If the goods are claimed by the Buyer – a consumer, the Seller shall settle the complaint within 30 days of the date the complaint is made. This period does not include the period of time that is reasonable or necessary for expert assessment of the defect by a third party (e.g., assessment by an expert, etc.).
2. The period of 30 days may be extended after a complaint has been made upon agreement with the consumer. The extension of the time limit may not be for an indefinite period or unduly long. After the expiry of the period or the extension period, it is understood that the defect actually existed and the consumer has the same rights as if it were a defect that cannot be removed.

3.6.2 Buyer – Entrepreneur

If the goods are claimed by the Buyer – an entrepreneur, the Seller shall settle the complaint within 40 days of the date the complaint is made.

3.7 Common Provisions

1. The Seller shall issue the Buyer a written confirmation of the date and method of complaint settlement, including a confirmation of the repair and its duration or, as the case may be, a written substantiation for rejecting the complaint.
2. After settling the complaint, the Seller shall inform the Buyer of the termination of the complaint by e-mail. If the goods have been sent by a transport service, after settling, they will be sent automatically to the address of the Buyer.
3. After settling a recognised complaint by repair or replacement, the warranty on the goods is extended by the duration of the complaint process. The duration of the complaint process shall be calculated from the day following the day the complaint was made until the day on which the Buyer was informed of the settlement.

4. The Buyer shall be entitled to reimbursement of the costs reasonably incurred in connection with the application of a justified complaint. These costs are considered to be the least necessary. In particular, it concerns the postage for sending the complaint. Such costs may not include travel by car to apply the complaint, express transport and the like. Reimbursement of costs must be requested without undue delay, however, no later than within 1 month of the end of the period for exercising the rights arising from defective performance.
5. The Buyer is obliged to check the received goods and their compliance with the complaint delivery protocol. The Buyer shall also check the completeness of the goods, in particular that the packaging contains everything it should contain. Subsequent objections will no longer be taken into account.
6. These arrangements shall be without prejudice to the statutory period for exercising the rights arising from defective performance.
7. The Buyer is obliged to accept the complaint without undue delay within 30 days of the date on which it was notified of its settlement; this period may not expire earlier than 60 days from the day the complaint was filed.
8. If the complaint is not accepted by the Buyer at the latest on the last day of the period, after the futile expiration of the period, the Seller shall charge a storage fee for storing the goods in the amount of CZK 100 excluding VAT (CZK 121 with VAT) for each day of delay.
9. If the Buyer fails to collect the goods from the settled complaint within 6 months of the day when it was informed of the settlement, the Seller reserves the right to sell the goods and use the proceeds to pay for the storage.

4 Final Provisions

1. The rights of the Buyer under the law are not affected by this Complaints Procedure.
2. The present Complaints Procedure comes into force and takes effect on 19 /11/ 2019 and shall cancel the validity of the previous complaints procedures.
3. The Complaints Procedure, including its parts, is available electronically on the Seller's website (www.zabojova.cz).