

## Complaint Procedure

1. The provisions of this Complaint Procedure, including the warranty provided for, apply exclusively to the Goods or complaints arising from defects in the Goods purchased by the consumer via e-commerce [www.pewas.sk](http://www.pewas.sk) of the seller P e W a S s.r.o.
2. The rights and obligations arising from the application of complaints from defects in the Goods as well as the procedure and way of handling of such complaints in other cases shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, and other related legislation governing the application of complaint from defects in goods between business entities.
3. Words in these Complaint Procedure beginning with a capital initial letter shall have the same meaning as assigned to them by the [General Terms and Conditions](#).
4. The Seller shall be liable for any defects that the Goods have when taken over by the consumer. In the case of Goods sold at a lower price, the Seller shall not be liable for the defect for that the lower price was agreed. The Seller shall not be liable nor for defects in the Goods to which the consumer has been advised at the conclusion of the Contract.
5. The Goods shall be warranted to the consumer for a period of 24 months unless the Goods are marked with a different expiry date or best before date.
6. The warranty period starts from the taking over of the Goods by the consumer.
7. Any change in the Goods, which occurred during the warranty period due to wear and tear, improper use, insufficient or inappropriate treatment, due to natural changes in the materials from which the Goods are made, due to any damage caused by the consumer or a third party or other improper intervention, shall not be considered as defect in the Goods.
8. If the Goods have a remediable defect, the consumer has the right to:
  - a) free, timely and proper removal of the such defect,
  - b) replacement of the Goods or a part of the Goods, unless disproportionate costs incur to the Seller due to the price of the Goods or the severity of the defect,
  - c) replacement of the Goods if the consumer cannot properly use the Goods due to the recurrence of the defect after the repair or due to more defects.
9. If the Goods have an irremediable defect that prevents the Goods from being properly used as the Goods without defect, the consumer has the right to replacement of the Goods or withdraw from the Contract.
10. If the Goods have an irremediable defect that does not prevent the Goods from being properly used as the Goods without defect, the consumer is entitled to a reasonable discount on the price of the Goods.
11. Defects in the Goods must be announced by the consumer to the Seller without undue delay after they have been discovered.
12. The rights arising from the liability for defects in the Goods shall be applied by the consumer to the Seller by mail together with a copy of the tax invoice and the reason for the complaint sent to the address Tomášikova 19, 821 02 Bratislava. The moment of claiming liability for defects in the Goods - the complaint, shall be the moment of delivery of the Goods together with all the documents and accessories required by law to the Seller.
13. When claiming liability for defects in the Goods, the consumer is obliged to prove that the Goods were purchased from the Seller.
14. The Seller is obliged to inform the consumer when applying the complaint about his/her rights arising from the application of liability for defects in the Goods during the warranty period under the Civil Code and based on the decision which of these rights the consumer applies, the Seller shall determine the way of complaint handling immediately, in complex cases no later than 3 working days from the date of application of the complaint, in justified cases, especially if a complex technical assessment of the Goods is required, no later than 30 days from the date of application of the complaint. Once the way of complaint handling has been determined, the complaint shall be handled immediately; in justified cases, the complaint may be handled later; however, the complaint handling shall not take longer than 30 days from the date of application of the complaint. After the expiry of the period for complaint handling, the consumer has the right to withdraw from the Contract or has the right to replace the Goods for new one.
15. The consumer is obliged to submit for complaint the Goods complete, cleaned, free of all impurities and hygienically safe. The period for complaint handling shall not begin to run until the Goods are delivered to the Seller.
16. If the consumer has made a complaint within the first 12 months from the conclusion of the Contract, the Seller may handle the complaint by rejecting it only based on a written statement of an expert or an opinion issued by an authorised, notified, or accredited person or an opinion of a person authorised by the manufacturer to carry out warranty repairs (hereinafter referred to as the "Professional assessment"). Irrespective of the result of the Professional assessment, the Seller may not require the consumer to pay the cost of the Professional assessment, or any other costs associated with it. The Seller shall provide the consumer with a copy of the Professional assessment justifying the rejection of the complaint no later than 14 days from the date of complaint handling.
17. If the consumer has made a complaint after 12 months from the conclusion of the Contract and the Seller has rejected it, the Seller shall specify in the acknowledgement of handling the complaint to whom the consumer may send the Goods for the Professional assessment. If the consumer sends the Goods for the Professional assessment to the person specified in the acknowledgement of handling the complaint, the costs of the Professional assessment, as well as all other related costs reasonably incurred, shall be borne by the Seller regardless of the result of the Professional assessment. If the Consumer proves the Seller's liability for the defect in the Goods by the Professional assessment, he/she may reapply

the complaint; the warranty period shall not expire during the Professional assessment of the Goods. The Seller is obliged to reimburse the consumer within 14 days from the date of the reapplied complaint for all costs incurred for the Professional assessment, as well as all related costs reasonably incurred. The reapplied complaint cannot be rejected.

18. The complaint shall be deemed to be handled by handing over of the repaired Goods, replacement of the Goods, refoundation of the purchase price of the Goods, payment of the reasonable discount on the price of the Goods, or the reasoned rejection of the complaint.
19. The Seller is obliged to inform the consumer that the complaint has been handled and in what way, to the e-mail address provided in the complaint or through other contact details. The Seller shall state in this notice the deadline for taking over of the Goods. The Seller is obliged to issue a written acknowledgment of handling the complaint no later than 30 days from the date of application of the complaint.
20. The consumer is entitled to reimbursement of the necessary costs incurred in connection with the application of the right of liability for defects.
21. The consumer's right to claim the warranty from the Seller shall cease:
  - a) failure to deliver proof of payment, delivery note or warranty certificate, accessories, or Goods,
  - b) failure to notify obvious defects on acceptance (taking over) of the Goods,
  - c) the expiry of the warranty period of the Goods,
  - d) mechanical damage to the Goods caused by the consumer,
  - e) use of the Goods in conditions which do not correspond to the natural environment in terms of humidity, chemical and mechanical influences,
  - f) improper handling, operation, or neglect of the Goods,
  - g) damage to the Goods by excessive loading or use contrary to the conditions, general principles, technical standards, or safety regulations in force in the Slovak Republic,
  - h) damage to the Goods by unavoidable and/or unforeseeable events,
  - i) unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or other acts of God,
  - j) tampering with the Goods by any unauthorised person.

#### **Alternative dispute resolution**

1. The consumer who believes that the Seller has not handled his/her complaint in accordance with law or has otherwise violated his/her rights may, pursuant to Act No. 391/2015 Coll., submit a proposal for the initiation of an alternative dispute resolution.
2. The authority of alternative dispute resolution is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Bajkalská 21/A, 827 99 Bratislava 27, [www.soi.sk](http://www.soi.sk) or another competent authorized legal person registered in the list of subjects of alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic, which is available here: [www.mhsr.sk](http://www.mhsr.sk).
3. The consumer can find the terms and conditions and the alternative dispute resolution platform at <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteľských-sporov.soi>.
4. The consumer may also submit a proposal for the initiation of an alternative dispute resolution via an alternative dispute resolution platform – see Art. 14(1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR). Link to the platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
5. The ECC Net in the consumer's country can explain his/her rights, help him/her settle a dispute with a seller based in another EU country, Iceland or Norway and tell him/her who to contact if they can't help. ECC Net is a network of independently-managed offices co-funded by the European Commission: [https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net\\_en#how-ecc-net-works](https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#how-ecc-net-works).