

COMPLAINT

1. General

2. Warranty periods and method of complaint handling

1. General

The Complaints Procedure is an integral part of the Terms and Conditions of ECOM s.r.o., IČ 15041042 with its registered office at Zahradní 276, 517 71 České Meziříčí as the seller and regulates the scope, conditions and method of making a claim.

The buyer may be a consumer pursuant to Section 419 of Act No. 89/2012 Coll. or an entrepreneur pursuant to Section 420 of Act No. 89/2012 Coll. The Buyer is obliged to get acquainted with the Complaints Procedure and the Terms and Conditions before ordering the goods.

By concluding the Purchase Contract and accepting the goods from the Seller by the Buyer, the Buyer shall be deemed to have read and agreed to this Complaints Procedure.

If the term is not defined in these Regulations and is not defined in the Terms and Conditions, it shall be understood according to the valid and effective legal regulations in the Czech Republic.

2. Warranty periods and method of complaint handling

The seller is liable to the buyer that the item has no defects upon receipt. The consumer is entitled to exercise the right to a defect that occurs in consumer goods within twenty-four months of receipt, unless otherwise stated. If the item was sent under the contract, it runs from the arrival of the item to the place of destination. If the usual lifetime of the goods or the expiration date is shorter, the warranty period ends at the end of this period. If the contents of the package or the subject of purchase are consumables, its usual lifetime is 6 months, unless explicitly stated otherwise.

If the seller delivers a larger quantity of things than agreed, the purchase contract is also concluded for the excess quantity, unless the buyer rejects them without undue delay (within three days at the latest).

The buyer shall check the quantity and correct type of delivered material as soon as possible after receipt of the goods (or after the risk of damage to the goods has passed) and may file a complaint for the quantity and incorrect type of material within 7 days at the latest.

Within 14 days of delivery of the goods, the buyer is obliged to check the quality of the delivered products and make any complaints. Defects of components that have been soldered or otherwise damaged cannot be claimed. After settling a justified claim, the warranty period is extended by the duration of the complaint. In the event of an unjustified claim, the warranty period is not extended. The duration of the complaint is calculated from the day following the claim to the day of settlement of the complaint, i.e. the time when the buyer was obliged to take over the item.

If a defect occurs within six months of receipt, the item is deemed to have been defective at the time of receipt. (The procedure under this provision may only be invoked by persons meeting the definition of a consumer set for the purposes of the Consumer Protection Act, i.e. only natural persons acting outside the scope of business or independent professional activity.) The seller is obliged to issue a confirmation of the claim.

The consumer has the right to reimbursement of necessary costs (in particular postage, which he paid when sending the claimed goods) that he incurred in connection with the exercise of legitimate rights from liability for defects and were spent actually and efficiently up to the amount of postage sent in the usual way.

When purchasing goods through the e-shop, the consumer has the right in accordance with § 1829 paragraph. 1 of the Civil Code to withdraw from the contract within 14 days of receipt of performance

without giving any reason. However, to do this, certain conditions must be met, and these include that the goods must be:

- in its original condition (if its nature allows it)
- in the original packaging (if the goods are packed in special packaging)
- with the complete accessories with which it was supplied
- unpacked, if it was packed in special packaging
- with all documents that were sent with it (warranty card, manuals, ...)
- returned within the deadline set by law

If the consumer withdraws from the contract within 14 days, he is obliged to notify the seller of this fact in writing. Withdrawal can be made using the Withdrawal from the contract form. The seller does not pay the cost of sending the goods back. Liability for defects arising during transport is the buyer obliged to apply to the carrier. The buyer is obliged not to take over visibly damaged consignments from the carrier, or to claim the damage immediately upon receipt of the goods (according to the carrier's conditions).

It is recommended to submit the complaint on the completed Complaint Protocol form, which must contain a description of the defect. The complaint protocol can be completed online or downloaded from our website. The buyer can send the claimed goods back by post or deliver them in person to the company's headquarters. In the case of a justified claim, it will be made within the statutory period of 30 days either by replacing the defective parts with defect-free ones or by applying a corrective tax document. In the event of a delay in payment, any complaint will be resolved only after full payment of the delivered goods. The goods remain the property of ECOM s.r.o. until full payment.

The warranty does not cover damage caused by:

- 1.** mechanical damage to the goods
- 2.** electrical overvoltage (visibly burnt components or printed circuits) except for common deviations
- 3.** using the goods in conditions that do not correspond to their temperature, dustiness, humidity, chemical and mechanical influences of the environment, which is directly determined by the seller or manufacturer
- 4.** Improper installation, handling, operation, or neglect of the care of goods
- 5.** if the goods or part thereof have been damaged by a computer virus
- 6.** if the defect occurs only in software for which the customer is not able to prove a legal method of acquisition, or by using unauthorized software and consumables
- 7.** the goods have been damaged by excessive loading or use contrary to the conditions specified in the documentation or general principles
- 8.** performing an unqualified intervention or changing parameters
- 9.** goods that have been modified by the customer (painting, bending, etc.), if the defect arose as a result of this modification
- 10.** the goods have been damaged by natural elements or force majeure