

COMPLAINTS PROCEDURE

Online store www.swiste.com

I. General provisions

1.1. This Complaints Procedure is issued in accordance with Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), Act No. 250/2007 Coll., the Consumer Protection Act, as amended (hereinafter referred to as the "Consumer Protection Act"), Act No. 102 /2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises, as amended, and Act No. 22/2004 Coll. on Electronic Commerce, as amended. And regulates the legal relationship between the Seller, which is:

1.2. The Seller is the company

Company: SWISTE s. r. o.

Registered office: Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak republic

Registered in the Register of the District Court Bratislava I, Section Sro, Entry No. 66966/B

Company ID: 45 693 102

TAX ID: 202 309 2775

VAT ID: SK202 309 2775

Bank account IBAN: SK57 1100 0000 0029 2484 2709

(hereinafter also referred to as the "Seller") and any person who is a Buyer of goods or services offered by the Seller on the Seller's Web Site and who acts in the position of a consumer within the meaning of the provisions of the General Terms and Conditions published on the Seller's Web Site, this Complaints Procedure and the relevant laws defining the consumer, within the meaning of the applicable legislation of the Slovak Republic, in particular the following laws: Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises, as amended, Act No. 250/2007 Coll. No. 40/1964 Coll. Civil Code as amended.

1.3. Email contact and telephone contact to the Seller is:

Email: info@swiste.com

Phone: +421 902 887 440

1.4. The address for sending documents, complaints, withdrawals from contracts, etc. is:
SWISTE s. r. o., Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak Republic

1.5. This Complaints Procedure regulates the rights and obligations of the Buyer, who is a consumer, when exercising rights from defects of the item (goods) or services under a distance purchase contract concluded with the Seller through the Seller's e-shop www.swiste.com.

1.6. The Buyer is any person (natural person or legal entity) who has concluded a purchase contract with the Seller, through the Seller's website or other remote-communication means.

1.7. A consumer is a Buyer who is a natural person and who, when concluding a purchase contract through the Seller's Web site, does not act within the scope of his/her business activity.

1.8. This Complaint Procedure regulates the legal relations between Buyers who are consumers and the Seller. Except as provided in clause 4.12. of this Complaints Procedure (Seller's statement on the warranty period if the Buyer is not acting in the capacity of a consumer).

1.9. Products (hereinafter also referred to as "Items" or "Products") are goods, services, which are intended for sale and at the same time are published on the Seller's Website.

II. Reference

2.1. In addition to the general provisions of Act No. 40, the relationships arising from the Seller's liability for defects in goods or services (as well as other legal relationships that may arise from the contractual relationship) with natural persons who are not acting within the scope of their business (consumers) when concluding a purchase contract are subject to the general provisions of the Act No. 40. /1964 Coll., the Civil Code, as amended, also special regulations, in particular Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and Act No. 250/2007 Coll. on consumer protection.

2.2. Legal relations arising from the application of rights of liability for defects between the Seller and the Buyer, who is a legal person or a natural person entrepreneur acting within the scope of his business activity /persons who are not in the position of a consumer/ are governed by Act No. 513/1991 Coll., the Commercial Code, as amended. Except as provided in point 4.12. of these Complaints Regulations (Seller's statement on the warranty period in the case where the Buyer is not acting in the capacity of a consumer).

2.3. Pursuant to §3, paragraph 1, letter n), Act No. 102/2014 Coll. The Seller informs the Consumer that there are no special relevant codes of conduct to which the Seller has committed itself, whereby a code of conduct means an agreement or a set of rules defining the Seller's conduct, which the seller has undertaken to comply with that code of conduct in relation to one or more specific commercial practices, or commercial sectors if these are not provided for by law or by other legislation or by action of a public authority) which the seller has undertaken to comply with, and the manner in which the consumer may acquaint himself with them or obtain the text thereof.

III. Seller's liability for defects in products (goods and services)

3.1. The Seller is obliged to deliver the item (goods) or service in accordance with the concluded purchase contract, i.e. in the required quality, quantity and without defects (factual, legal).

3.2. The Seller shall be liable for defects in the sold item or service upon receipt by the Buyer. If the goods are not used, the Seller shall be liable for defects that occur after the acceptance of the goods

within the warranty period (warranty). The Seller recommends the Buyer to claim defects in the goods or services from the Seller without undue delay. In the case of second-hand goods, the Seller shall not be liable for defects caused by their use or wear and tear. In the case of goods sold for a lower price, the Seller shall not be liable for the defect for which the lower price was agreed.

3.3. The Buyer is entitled to inspect the sold item or service prior to acceptance.

IV. Warranty period

4.1. The warranty period is 24 months. The warranty period of a second-hand item is 12 months. Warranty periods begin upon receipt of the item or service by the Buyer.

4.2. Unless the item is perishable or used, the Seller shall be liable for defects that occur after acceptance of the item within the warranty period (warranty). The warranty period is 24 months. If a period of use is indicated on the sold item, its packaging or the instructions attached to it, the warranty period shall not expire before the expiry of this period.

4.3. If the item is second-hand, the Buyer and the Seller may also agree on a shorter warranty period, but not less than 12 months.

4.4. For items that are intended to be used for a longer period of time, special regulations provide for a warranty period longer than 24 months. A warranty period exceeding 24 months may also cover only a part of the item.

4.5. At the Buyer's request, the Seller is obliged to provide the warranty in writing (warranty certificate). If the nature of the item allows it, it is sufficient to issue a proof of purchase instead of a warranty certificate.

4.6. By a statement in the warranty certificate issued to the Buyer or in an advertisement, the Seller may provide a warranty exceeding the scope of the warranty provided for in this Act. The Seller shall specify the terms and extent of such warranty in the warranty certificate.

4.7. Warranty periods shall commence from the Buyer's acceptance of the item. If the purchased item is to be put into operation by a business other than the Seller, the warranty period shall commence only from the date of putting the item into operation, provided that the Buyer has ordered the putting into operation within three weeks from the receipt of the item at the latest and has duly and timely provided the necessary cooperation for the performance of the service.

4.8. If the item is replaced by a new item, the warranty period shall start again from the receipt of the new item.

4.9. If a part of the new item is replaced, where the nature of the item permits it, the warranty period for that part shall start again from the receipt of the new item. The same shall apply if a part of the item for which a guarantee has been provided is replaced.

4.10. Liability rights for defects in the item for which the warranty period applies shall be extinguished if they have not been exercised within the warranty period.

4.11. The warranty period shall be extended by the period for which the goods have been in complaint. Liability rights for defects in the goods for which the warranty period applies shall be extinguished if they have not been asserted within the warranty period.

4.12. Pursuant to § 429, paragraph 2 of Act No. 513/1991 Coll., the Commercial Code, as amended, the Seller declares that in the case of the length of the warranty period in commercial relations between the Seller and the Buyer, who does not act in the capacity of a consumer, the Seller assumes the warranty for the quality of goods and services for a duration of 12 months.

The warranty period shall commence in accordance with the provisions of Art. IV, point 4.1 of this Complaints Procedure.

V. Procedure for exercising rights under liability for defects (Complaints)

5.1. The Buyer is entitled to exercise the rights of liability for defects in the goods, goods or services at SWISTE s. r. o., Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak Republic

The Buyer may always exercise the right to make a claim in person at any of the Seller's premises where the acceptance of the claim is possible due to the nature of the item, or at the Seller's registered office, or through third parties, e.g. transport companies, mail order companies, Slovak Post, etc. The Seller recommends the Buyer to use the Warranty Claim Form to make a claim. The said form is freely accessible on the Seller's Website.

When making a claim, the Seller recommends the Buyer to provide an invoice, warranty certificate or other document proving the purchase of the claimed goods or services from the Seller. The Seller recommends the Buyer to describe the defect of the goods or services when making a claim.

5.1.1. If the Buyer claims the goods or service otherwise than in person, the Seller recommends the Buyer to send the goods together with a detailed description of the defect of the goods and a document proving the purchase of the goods from the Seller (e.g. proof of payment, invoice, warranty card), in order to speed up the claim process.

5.1.2. In case of a complaint, we recommend sending the goods by registered mail. The Seller recommends not to send the Goods in the form of cash on delivery, which will not be accepted by the Seller.

5.1.3. The Seller is obliged to issue a confirmation to the consumer when a claim is made. If the claim is made by means of remote communication, the Seller is obliged to deliver the confirmation of the claim to the Consumer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest together with the proof of the claim; the confirmation

of the claim does not have to be delivered if the Consumer has the opportunity to prove the claim in another way.

5.1.4. The Seller is obliged to issue a written document about the complaint handling no later than within 30 days from the date of the complaint, but no later than together with the document about the complaint handling, if the time limit for its handling started to run from the date of receipt of the subject of the complaint by the Seller.

5.1.5. The settlement of the complaint shall be understood as the termination of the complaint procedure by handing over the repaired product, replacement of the product, refund of the purchase price of the product, payment of a reasonable discount on the price of the product, written invitation to take over the performance or its reasoned rejection,

5.2 The settlement of the complaint shall be without prejudice to the consumer's right to compensation for damages under a special regulation.

5.3. The Seller is obliged to determine the method of handling the complaint pursuant to Section 2 (m) of Act No. 250/2007 Coll. as amended (the handling of the complaint shall be understood as the termination of the complaint procedure by handing over the repaired product, replacing the product, refunding the purchase price of the product, paying a reasonable discount on the price of the product, a written invitation to take over the performance or its reasoned rejection) immediately, in complex cases no later than within 3 working days from the date of the complaint, in justified cases, in particular if a complex technical evaluation of the condition of the product or service is required, no later than within 30 days from the date of the complaint. Once the method of handling the complaint has been determined, the complaint shall be handled immediately; in justified cases, the complaint may be handled later; however, the handling of the complaint shall not take longer than 30 days from the date of the complaint. If the acceptance of the subject of the complaint by the Seller occurs on a day later than the day on which the complaint is made, the time limits for the settlement of the complaint under this paragraph shall begin to run from the date of acceptance of the subject of the complaint by the Seller; however, at the latest from the moment when the Seller makes it impossible or prevents the acceptance of the subject of the complaint. After the expiry of the period for processing the complaint, the consumer shall have the right to withdraw from the contract or to have the product (the subject of the complaint) replaced by a new product.

5.4. If the Consumer has made a claim for a Product within the first 12 months of purchase, the Seller may only reject the claim on the basis of a professional assessment; regardless of the outcome of the professional assessment, the Consumer may not be required to pay the costs of the professional assessment or any other costs associated with the professional assessment. 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 the complaint.

5.5.If the consumer has made a claim for the product after 12 months from the date of purchase and the Seller has rejected it, the person who has settled the claim is obliged to indicate in the claim settlement document to whom the consumer may send the product for professional assessment. If the product is sent to a designated person for expert assessment, the costs of the expert assessment as well as all other related costs reasonably incurred shall be borne by the Seller regardless of the outcome of the expert assessment. If the consumer proves the Seller's liability for the defect by the expert assessment, he/she may reassert the claim; the warranty period shall not expire while the expert assessment is being carried out. The Seller is obliged to reimburse the Consumer within 14 days from the date of reasserting the claim for all costs incurred for the professional assessment, as well as all related costs reasonably incurred. A reasserted claim cannot be rejected.

5.6 The consumer is entitled to reimbursement of the necessary costs (in particular the postage costs paid by the consumer when sending the goods complained of) incurred in connection with the exercise of the consumer's legitimate rights under the liability for defects in goods and services. In the event of withdrawal from the contract due to a defect in the goods or services, the consumer is also entitled to reimbursement of the costs of such withdrawal.

5.7.The requirements of the professional assessment as set out in point 5.4 of this Article:

The expert assessment shall include:

- (a) identification of the person carrying out the expert assessment,
- (b) the precise identification of the product under assessment,
- (c) a description of the condition of the product,
- (d) the result of the assessment,
- (e) the date on which the expert assessment was made.

5.8.If the nature of the product allows it, the consumer shall hand over the product to the Seller (designated person) when making a claim. If the nature of the product does not allow to deliver the product to the Seller (designated person), the Consumer may, when making a claim, request the removal of the defect at the place where the product is located or agree with the Seller (designated person) the method of transportation of the product.

5.9.The period from the exercise of the right of liability for defects until the time when the Buyer was obliged to take over the item after the completion of the repair shall not be counted in the warranty period. The Seller is obliged to issue the Buyer with a confirmation of when the Buyer exercised the right, as well as of the execution of the repair and the duration of the repair.

VI. Buyer's rights when exercising liability for defects

6.1.If it is a defect that can be remedied, the Buyer has the right to have it remedied free of charge, in a timely and proper manner. The Seller is obliged to remove the defect without undue delay.

6.2.The Buyer may, instead of removing the defect, require replacement of the item or, if the defect relates only to a part of the item, replacement of the part, if this does not incur disproportionate costs for the Seller in relation to the price of the goods or the severity of the defect.

6.3.The Seller may always, instead of removing the defect, replace the defective item with a faultless one, if this does not cause the Buyer serious inconvenience.

6.4.If there is a defect which cannot be removed and which prevents the item from being properly used as a non-defective item, the Buyer shall have the right to have the item replaced or to withdraw from the contract. The same rights shall apply to the Buyer if the defects are remediable, but if the Buyer cannot properly use the item due to the reoccurrence of the defect after repair or due to a greater number of defects.

6.5.If there are other irremediable defects, the Buyer is entitled to a reasonable discount on the price of the item.

VII. Final provisions

7.1.This Complaints Policy forms an integral part of the General Terms and Conditions and the Privacy Policy and Privacy Notice of this Website. The documents - General Terms and Conditions and Privacy Policy and Privacy Notice of this Website are published on the domain of the Seller's Website.

7.2.In the event of a change in the Complaints Policy, the relationship between the Buyer and the Seller shall be governed by the Complaints Policy in force and in effect at the time of conclusion of the Purchase and Sale Agreement, until its termination.

7.3.These Complaints Regulations shall be valid and effective at the moment of their publication on the Seller's Website on 01.06.2023

This online store is certified by <http://www.pravoeshopov.sk>