

## **1. GENERAL PROVISIONS AND DEFINITIONS**

- 1.1. This complaint procedure was prepared in accordance with the Civil Code of the Slovak Republic, as amended (hereinafter the "Act") and applies to consumer goods (hereinafter "Goods"), for which the rights of the buyer are liable for errors during the warranty period (hereinafter "Complaints").
- 1.2. "Seller" is the company EDI media, s.r.o., with its registered office at Ždiarska 16, 949 Nitra, Slovakia, ID number 46381856, registered in the Commercial Register kept at the District Court of Nitra, file number 29940 / N
- 1.3. Buyer "is":
  - consumer (person who buys goods for personal use or for the needs of members of his household)
  - natural and / or legal person - an entrepreneur who has entered into a contract with the seller for the purchase of goods
- 1.4. Natural and legal persons - entrepreneurs acknowledge that the conditions of the warranty (especially the warranty period) may be different from the conditions of the warranty for consumers and the relationship between the Seller and the Buyer - entrepreneur are regulated by the Commercial Code of the Slovak Republic.

## **2. WARRANTY CONDITIONS**

- 2.1. If the Goods show obvious errors, i. in particular, if the Goods are sold to the Buyer in a damaged transport package, the Buyer is entitled not to accept the Goods. In such a case, the Buyer's right to provide proper performance of the Seller or to a refund of the purchase price at the option of the Buyer remains.
- 2.2. In the event that errors of the Goods occur after the takeover of the Goods by the Buyer during the warranty period, the Buyer may file his Complaint.
- 2.3. The length of the warranty period is governed by the applicable provisions of the Act, ie it lasts 24 months, with the exceptions stipulated by the Act. The warranty period begins on the day the goods are taken over by the buyer
- 2.4. If the claimed goods are delivered by post or courier, (see contacts) the responsible person takes over the goods, checks the shipment, documentation (invoice, cash register block, packaging), the decisive date for the complaint is the date of receipt from the courier or postal deliveryman . Goods sent on delivery are not accepted by the seller; we recommend insuring the goods
- 2.5. The Buyer is entitled to withdraw from the contract in all cases stipulated by the Act. Withdrawal is effective against the Seller from the moment when he receives a written statement of the Buyer on withdrawal from the contract. In the event of withdrawal from the contract, the contract is canceled from the beginning and the parties are obliged to return everything they have provided under it.
- 2.6. In the event of a complaint, the Seller is not liable for the loss of data, or for damage caused by the loss of data stored in the device. The buyer is obliged to back up the data himself before the complaint

## **3. INSTRUCTIONS ON THE SELLER'S LIABILITY FOR DEFECTS IN THE GOODS**

- 3.1. In the case of a defect that can be rectified, the consumer-buyer has the right to have it rectified free of charge, in good time and properly. The seller is obliged to eliminate the defect without undue delay. The consumer - the buyer may, instead of eliminating the defect, request an exchange of the item, or if the defect concerns only a part of the item, replacement of the part, if the seller does not

incur disproportionate costs due to the price or severity of the defect. Instead of eliminating the defect, the seller can always replace the defective item with a non-defective one, if this does not cause serious difficulties for the consumer-buyer.

- 3.2. In the case of a defect which cannot be remedied and which prevents the thing from being properly used as a thing without defects, the consumer-buyer has the right to exchange the thing or has the right to withdraw from the contract. The same rights belong to the consumer - the buyer, if they are remediable defects, but if the consumer - the buyer can not properly use the thing due to the recurrence of the defect after repair or for a larger number of defects. In the case of other irreparable defects, the consumer-buyer is entitled to a reasonable discount on the price of the item.
- 3.3. The seller instructed the consumer - the buyer about his rights under the provision. § 622 of the Civil Code (point a. Of this article) and the rights arising from the provision. § 623 of the Civil Code (point b. Of this article) by placing this Complaints Procedure on the relevant subpage of the electronic store of the Seller and the consumer - the buyer had the opportunity to read it in time before sending the order.

#### **4. COMPLAINT HANDLING**

- 4.1. Complaints can be made by post or courier at the address of EDI media s.r.o.. Together with the goods, we recommend that you provide a document confirming the purchase of the goods (invoice) and a completed complaint form ([pdf](#), 95 kB) for faster handling of the complaint.
- 4.2. In the event that the Buyer exercises his right and requires the elimination of the defect of the Goods by repair and the warranty card specifies for the purposes of warranty repairs of the Goods other entity than the Seller, whose place of business is in the same place as in the case of the Seller or in the place closer to the Buyer. for warranty repair at the entity specified in the warranty certificate.
- 4.3. If it is not possible to apply for a warranty repair with an entity other than the seller, the seller will arrange for a warranty repair. On the day of receipt of the complaint, the seller shall issue to the buyer a document on receipt of the complaint of the goods, in which he shall precisely indicate the defects of the goods in accordance with the provisions of § 18 par. 5 of the Consumer Protection Act. After handling the complaint, the seller informs the buyer in the form agreed with the buyer.
- 4.4. Furthermore, the Buyer is entitled to request warranty repairs in authorized service centres, the list of which is attached to the documentation for the Goods, or the Seller will notify them at the request of the Buyer.
- 4.5. Complaints, including the elimination of the fault, must be resolved without undue delay, in justified cases no later than 30 days from the date of the Complaint. After this period, the consumer has the right to withdraw from the contract or has the right to exchange the product for a new product.
- 4.6. In a situation where it is necessary to send the Goods to the Seller or service center, the Buyer acts so that the Goods are packed in a suitable packaging that sufficiently protects the Goods and meets the requirements for the transport of the Goods. In the case of transporting fragile Goods, we recommend marking the shipment with the appropriate symbols.
- 4.7. If the claimed goods are delivered by post or courier, the responsible person will take over the goods, check the shipment, documentation (invoice, cash register block, packaging), the decisive date for the complaint is the date of receipt from the courier or postal deliveryman.
- 4.8. The responsible person is fully responsible for monitoring the expiration of the period for complaints in accordance with the relevant provisions of Act no. 250/2007 Coll. on consumer protection and the Civil Code and immediate contacting of the customer about the handling of the complaint within the period specified by law by e-mail, SMS, resp. recommended letter.

- 4.9. After proper handling of the complaint, the Service Centre will invite the Buyer by telephone, e-mail or in another manner agreed with the Buyer to take over the repaired Goods and the complaint protocol, resp. after mutual agreement; the goods together with the complaint protocol will be delivered to the Buyer in the form of a registered shipment.
- 4.10. During any visit of a service technician to the Buyer, it is necessary to prepare a report on the detected faults and the form of their elimination. Without such a protocol, a visit to a service technician is not considered.
- 4.11. The right to claim the warranty expires in the event of unprofessional installation or unprofessional commissioning of the Goods, as well as in the event of unprofessional handling of the Goods, i. in particular for:
- Violation of protective seals and stickers, if any
  - Use of the Goods in conditions that do not correspond to the parameters specified in the documentation for the Goods.

## **5. FINAL PROVISIONS**

- 5.1. In the event of any Complaint, the Buyer informs the Seller about the application of the complaint and agrees with him on the most appropriate form of complaint procedure. Taking into account the nature of the complaint, the Seller will offer the Buyer to visit him as a service technician and repair the faults of the Goods at the place of possible installation, i. at the Buyer's or recommend that the Goods be transported to a service center.
- 5.2. This complaint procedure takes effect on September 1, 2020. Changes to the complaint procedure are reserved.