

Complaints Procedure

Online shop www.branoklocan.sk and www.branoklocan.com

I try to make sure that all the products I produce are not only beautiful and functional, but also of high quality. My products are neither made by a machine nor serial production. Each piece, I make for several hours directly for you by hand, in my workshop. This is what makes my products unique and original in their own way, and each one may be slightly different from the previous.

Article I.

General provision

- 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.
- 1.2 The Seller is Branislav Klocán, with place of business Kubínska 1103/3, 010 08 Žilina, Slovak Republic, registered in the Trade Register of the Žilina District Office, trade register number: 580-30458, ID No.: 41276205, VAT No.: 1072644067 (hereinafter referred to as the "Seller").
- 1.3 The Complaints Procedure regulates the rights and obligations of the buyer - consumer when exercising rights from defects of the item (goods) under a distance purchase contract concluded with the seller through the seller's online store www.branoklocan.sk and www.branoklocan.com.
- 1.4 The Buyer is any person (natural or legal person) who has concluded a contract for work (hereinafter also referred to as the "Contract") with the Seller within the meaning of the General Terms and Conditions. Legal relations arising from the application of rights of liability for defects between the Seller and the Buyer, who is a legal entity or a natural person entrepreneur, are governed by Act No. 513/1991 Coll., Commercial Code, as amended.
- 1.5 A consumer is any Buyer who does not act within the scope of their business activity when concluding a purchase contract under these Complaints Regulations and the General Terms and Conditions published on the Seller's website.
- 1.6 Products are goods that are intended for sale and are also published in the Seller's Online Shop. Products are also other goods that the Seller manufactures on the basis of the Buyer's order, according to the Buyer's requirements and specifications.
- 1.7 This Complaint Procedure forms part of the General Terms and Conditions published in the Seller's online shop.

Article II.

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

- 2.1 The Seller is obliged to deliver the product in accordance with the concluded contract, i.e. in the required quality, quantity and without defects (factual, legal).
- 2.2 The Seller is responsible for defects in the sold product upon receipt by the Buyer. The Seller is also liable for defects that occur after receipt of the product within the warranty period (warranty). Defects must be claimed by the buyer from the seller without undue delay.
- 2.3 The buyer is entitled to inspect the sold product before taking delivery.

- 2.4 The Seller is not liable for defects caused by:
- 2.4.1 the following use:
 - the defect was caused by mechanical damage to the product caused by the buyer,
 - using the goods in conditions that do not correspond to the natural environment of the goods in terms of humidity, chemical and mechanical influences,
 - neglecting the care and maintenance of the goods,
 - damage to goods by excessive loading;
 - 2.4.2 normal wear and tear of the goods (or part thereof) caused by the use of the goods. **A shorter life of the product cannot therefore be considered a defect and cannot be claimed;**
 - 2.4.3 by using the product in a manner contrary to the instructions for use or the nature of the product;
 - 2.4.4 unprofessional or unauthorised tampering with the product;
 - 2.4.5 foreign substances and liquids entering the product;
 - 2.4.6 an unavoidable event (natural disasters, etc.).

Article III.

Procedure for exercising liability for defects (Complaints)

- 3.1 The buyer is entitled to exercise the rights of liability for defects by delivering the claimed item to Branislav Klocáň, Kubínska 1103/3, 010 08 Žilina.
- 3.2 The buyer can always exercise the right to claim personally at the seller's place of business or through third parties, e.g. transport companies, mail order companies, Slovak Post, etc.
- 3.3 When making a claim, you must provide the warranty certificate, if issued, or proof of payment of the purchase price. It is recommended that the buyer describe the defect and state how the defect manifests itself when making a claim.
- 3.4 If the buyer claims the product otherwise than in person, we recommend the buyer to send the goods together with a detailed description of the product defect and a document proving the purchase of the product in our shop (e.g. proof of payment, invoice, warranty card), in order to speed up the claim process.
- 3.5 In case of a complaint, we recommend sending the product by registered mail. Do not send the product by COD, it will not be accepted by us.
- 3.6 During the period of operation, the Seller shall designate a person responsible and authorized to receive and handle complaints.
- 3.7 Upon receipt of the claimed product by the Seller, the Buyer will be issued a confirmation of the claim immediately; if this is prevented by serious circumstances, it will be issued without undue delay, but at the latest together with the proof of the claim.
- 3.8 The Seller will handle the complaint immediately, in justified cases the complaint can be handled later. However, the processing of the complaint may not be longer than 30 days from the date of the complaint. After the expiry of the 30-day period for processing the complaint, the Buyer has the right to withdraw from the purchase contract and will be refunded the full amount for the product or has the right to exchange the product for a new one.
- 3.9 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 related to 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 settlement of the complaint.

- 3.10 If the consumer has filed a complaint after 12 months from the purchase and the seller has rejected it, the person who has settled the complaint is obliged to indicate in the complaint settlement document to whom the consumer can 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 any other costs reasonably incurred in connection therewith, shall be borne by the seller, irrespective of the outcome of the expert assessment. If the expert assessment proves that the seller is liable for the defect, the consumer may reassert the claim; the warranty period shall not expire while the expert assessment is being carried out. The seller shall reimburse the consumer within 14 days from the date of the reasserted claim for all costs incurred for the professional assessment as well as all related costs reasonably incurred. The reasserted claim cannot be rejected.
- 3.11 The consumer has the right to reimbursement of the necessary costs (in particular the postage costs paid by the consumer when sending the claimed goods) incurred in connection with the exercise of his/her legitimate rights under the liability for defects in goods and services.
- 3.12 The requirements of the expert assessment under point 3.9 of this Article:
The expert assessment must include:
- a) identification of the person carrying out the expert assessment,
 - b) precise identification of the product under consideration,
 - c) description of the product condition,
 - d) the result of the assessment,
 - e) the date of the expert assessment.
- 3.13 The Seller is obliged to inform the Consumer about the handling of the complaint and the manner of its handling in a suitable and demonstrable form (in writing), no later than 30 days from the date of the complaint. The seller is obliged to issue a written proof of the handling of the complaint within 30 days of the date of the complaint at the latest.
- 3.14 Completion of the complaint procedure (complaint) is considered as its settlement. The settlement of a complaint is understood as the end of the complaint procedure by handing over a repaired product, replacing the product, refunding the purchase price of the product, paying a reasonable discount on the price of the product, or a reasoned rejection of the complaint.
- 3.15 The Seller shall deliver the complained product to the Buyer after the complaint has been processed in the same form as the complaint was submitted by the Buyer. A change in the form of delivery is possible only with the consent of the Buyer.

Article IV.

Buyer's rights when exercising liability for defects

- 4.1 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. Instead of removing the defect, the buyer may require replacement of the product or, if the defect relates only to a part of the product, replacement of the part, provided that the seller does not incur disproportionate costs in relation to the price of the product or the seriousness of the defect. The seller may always replace the defective product with a faultless one instead of rectifying the defect, provided that this does not cause the buyer serious inconvenience.
- 4.2 If there is a defect which cannot be remedied and which prevents the product from being properly used as a product without defect, the buyer has the right to have the product replaced or to withdraw from the contract. The same rights shall apply to the buyer if the defects are remediable, but the buyer cannot properly use the product due to the reoccurrence of the defect after repair or due to a greater

- number of defects. In the case of other irremediable defects, the buyer is entitled to a reasonable discount on the price of the product,
- 4.3 If the item sold for a lower price or the used item has a defect for which the seller is liable, the buyer has the right to a reasonable discount instead of the right to exchange the item.

Article V.

Final provisions

- 5.1 This Complaint Procedure is valid and effective at the moment of its publication in the Seller's Online Shop on 22.02.2022.
- 5.2 The Seller reserves the right to change this Complaints Procedure. The obligation of written notification of the change of the Complaints Procedure is fulfilled by placing it in the Seller's Online Shop.
- 5.3 The Complaints Procedure is part of the Seller's General Terms and Conditions.