

Complaints Procedure of the e-shop Pískacie trička

General provisions

1. Piskacietricka.sk s. r. o., having its registered office at: Košická 36, 821 08 Bratislava, Slovakia, CIN (IČO): 48 093 181, registered with the Companies registry kept by the District Court Bratislava I, Section: Sro, entry no.: 103524/B, tel. no.: +421 902 226 332, alternatively for orders: +421 903 891 615, e-mail: info@piskacietricka.sk, bank account – bank name: Tatra Banka, SWIFT: TATRSKBX, IBAN: SK74 1100 0000 0029 4000 2339 (hereinafter referred to as “the Seller”) as an operator of the e-shop Pískacie Trička (<http://piskacietricka.sk>) issues this Complaints Procedure pursuant to the applicable provisions of the consumer protection regulations. The purpose of this Complaints Procedure is to inform the customer (the consumer) of the scope, terms and complaints procedure related to products purchased in the e-shop “Pískacie Trička”. This Complaints Procedure also provides information as to where and how a complaint can be filed and about the implementation of warranty repairs.
2. In this Complaint Procedure the term “customer” means a consumer, i.e. a person who purchased goods/products from the Seller in the shop Pískacie Trička (hereinafter referred to as “the Customer”).
3. This Complaints Procedure is available on the Seller’s website: <http://piskacietricka.sk>
4. The Customer has the opportunity to become familiar with this Complaints Procedure before the purchase of the goods. After the purchase contract is concluded between the Seller and the Customer, all provisions of this Complaints Procedure become a part of the said contract, unless otherwise provided herein.
5. This Complaints Procedure applies only to cases where goods are sold to the Customers who meet the definition of a consumer in accordance with the applicable legal regulations; in cases in which the Customer does not fall within the definition of a consumer, the applicable default provisions of the applicable law apply.
6. In case of any discrepancy between the terms of the guarantee marked in the warranty card (“záručný list”) of the goods and this Complaints Procedure, the provisions specified in the warranty card of the goods prevail. In cases where the nature of the purchased goods permits it, the Seller provides the Customer with a confirmation of the purchase instead of the warranty card.

Liability for defects and the rights arising from the warranty

7. The Seller is liable for any defects that the goods have at the time of their receipt by the Customer.
8. In case of used goods, the Seller is not liable for defects caused by the use or wear and tear of the goods. In case of goods sold at the discounted price, the Seller is not liable for defects for which lower price has been agreed.
9. In case of unused goods, the Seller is liable for defects that occur after the receipt of goods within the warranty period (warranty). The duration of the warranty period is 24 months. If instructions indicating the length of the period of use are attached on the goods or are displayed on the packaging, the warranty period does not end before that period. In case of used goods, the duration of the warranty period is 12 months.
10. The warranty period commences at the time of receipt of the goods by the Customer.
11. The warranty does not cover:
 - 11.1. defects and damages to the goods caused by natural or mechanical damage to the goods and their components, including accidental damage;
 - 11.2. defects and damage to the goods caused by uncleanness of the goods or their parts due to the negligent maintenance;
 - 11.3. defects and damage to the goods caused by the use of goods under conditions, which due to the temperature, dust, moisture, chemical and mechanical impact of the environment, do not comply with conditions in which the goods are usually used;
 - 11.4. defects and damage to the goods caused by a natural disaster;
 - 11.5. defects and damage to the goods caused by using inappropriate force with regard to the goods;
 - 11.6. defects and damage to the goods caused by failure to follow the instruction for the use of the goods;
 - 11.7. the goods with expired warranty period;
 - 11.8. defects and damage to the goods caused by usage of other components than the components

recommended by the manufacturer, supplier, or the Seller; as well as defects and damage to the goods caused by repairs or modifications by persons other than the persons authorised by the manufacturer, supplier, or the Seller;

11.9. defects and damage to the goods caused by the Customer.

Asserting rights from the liability for defects (warranty)

12. The rights arising from the liability for defects of the goods shall be asserted by sending a package via mail or a courier to the address: Piskacietricka.sk s.r.o., Košická 36, 821 08 Bratislava, Slovak Republic. Prior to the actual dispatch, the Customer shall send the Seller a message via email or mail, in which the Customer provides a notice to the Seller that he/she is to assert the rights arising from the liability for defects of the goods and describes the identified defects of the goods.
13. If the Customer files a complaint, the Seller, or a designated employee, or other authorised person instructs the Customer of his/her rights under the applicable statutory regulation; the instruction may be made via telephone or email. Based on the Customer's decision as to which right he/she intends to assert, the Seller determines the method of handling of the complaint immediately, or in more difficult matters within 3 working days after filing the complaint. In complex cases, where in particular a complex technical assessment of the condition of the goods is required, the Seller will handle the complaint within 30 days from the date of filing the complaint. If the Seller fails to fulfil its obligation according to this clause, the Customer is entitled to withdraw from the contract or he/she has a right to require replacement of the goods purchased with the new products.
14. The complaint procedure can be initiated provided that the Customer sends the goods, to which the complaint relates, to the Seller. These goods must be clean and in good hygienic condition. If the goods do not meet the hygienic conditions, the Seller has the right to refuse to accept them or to refuse to commence the complaint procedure. The complaint should be filed without delay, preferably immediately after the defect of the goods is discovered. Any delay with filing the complaint while continuing using the goods may result in worsening the defects of the goods leading to further overall deterioration of the goods, which can cause rejection of the complaint.
15. The complaint relating to the goods purchased by the Customer via the e-shop <http://piskacietricka.sk> may be sent via courier or postal services to the address: Piskacietricka.sk s.r.o., Košická 36, 821 08 Bratislava, Slovak Republic. The package must be clearly marked with the word "COMPLAINT" and shall contain: defected goods (including all accessories), a copy of proof of purchase, warranty card (if issued by the Seller), a letter duly describing the defect and how exactly the defect manifests itself, as well as the Customer's contact information (especially return address, telephone number and email address). The Seller sends to the Customer a confirmation of the submission of a complaint immediately after the receipt of the complete complaint via email addressed to the email address submitted by the Customer in the complaint. In case the Customer does not have an email address, the Seller sends the confirmation of the submission of a complaint by mail to the return address specified in the complaint. If it is not possible to confirm the delivery immediately, it must be delivered without delay, but along with the proof of the assessment/settlement of the complaint at the latest. The confirmation of the submission of the complaint does not need to be delivered in case the Customer has the opportunity to prove filling of a complaint by other means.
16. The Seller is obliged to inform the Customer about the result of a complaint assessment in writing within 30 days from the date of filing the complaint.
17. Complaint procedure cannot be initiated in cases where the Customer fails to prove that the goods were purchased from the Seller, i.e. fails to submit a copy of the proof of purchase or the warranty card (if it was issued by the Seller).

The procedure for handling complaints

18. Closing of the complaint procedure shall mean: providing the repaired good, providing replacement of the goods, providing a refund of the purchase price, payment of a reasonable discount on the purchase price, a written notice to accept the performance, or a reasoned refusal of the complaint.
19. In case of a repairable defect, the Customer has the right to have such a defect repaired properly, duly, timely and free of charge. The Seller provides for the repair of defects without undue delay, but not later than 30 days from the date of filing the complaint.

20. The Seller is always entitled to replace the damaged goods with the new ones instead of repairing the defects.
21. If after the receipt of the complaint it is found out that the goods are irreparably damaged and the defect does not allow the goods to be properly used (as goods bought without any defects), the Customer has the right to the replacement of the goods or to withdraw from the contract.
22. The Customer has the same rights as listed in the previous clause also in case of goods with a repairable defect, provided that the Customer cannot use these goods properly even after second repair of the same defect. This provision shall apply also in cases where the goods have at least three different repairable defects at the same time and each one of them prevents the Customer to use the goods properly.
23. In case the Customer files a complaint in first 12 months after the purchase, the Seller has the right to reject the complaint only on the basis of an expert assessment of the defect. Regardless of the outcome of the expert assessment, the Seller cannot require the Customer to pay the costs of the expert assessment or other costs related to it. In case the Customer files a complaint after first 12 months after the purchase and his/her claim is rejected by the Seller, a person who has rejected the complaint is required to mention in the report on handling the complaint a person who is authorised to carry out an expert assessment of the given goods and to whom these goods may be sent. In such a case the costs of the expert assessment, as well as any other related reasonable costs shall be borne by the Seller, regardless of the outcome of the expert assessment. If, based on the expert assessment, the Customer proves that the Seller is liable for the defective goods, the complaint can be filed again; during the time the expert is working on the assessment of the goods, the warranty period is suspended. The Seller is obliged to pay the Customer all costs incurred in connection with the expert assessment within 14 days from the date of repeated submission of the complaint. Repeated complaint cannot be rejected.
24. Handling of the complaint does not affect the right of the Customer to claim indemnity under the applicable legislation regulating the liability for damage caused by faulty products.

Final provision

25. This Complaints Procedure shall apply to the contractual relationships between the Customer and the Seller as in force at the time of the purchase of the goods by the Customer from the Seller.
26. The Seller reserves the right to amend this Complaints Procedure. The obligation of a written notification is fulfilled by publishing the changes on the Seller's website – <http://piskacietricka.sk>. Amended provisions of the Complaints Procedure shall not apply to the legal relations between the Seller and the Customer established before the publication of the amended Complaints Procedure.
27. This Complaints Procedure shall be valid and effective as of [●] 2016. This Complaints Procedure shall fully supersede any previous version of the Complaints Procedure.

In Bratislava, on [●]

Piskacietricka.sk s. r. o.
Mgr. Marian Németh
Executive director