

COMPLAINTS PROCEDURE (LIABILITY FOR DEFECTS, WARRANTY, CLAIMS)

These Complaints Regulations are governed by the relevant provisions of the Civil Code as amended from time to time. 250/2007 Coll. on Consumer Protection and on Amendments to the Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, in the case of liability for defects and the application of liability for defects in goods sold and services provided.

1. The Seller shall be liable for product defects and the Buyer shall immediately file a claim with the Seller in accordance with the applicable claims procedure. The warranty period for the sold products is determined by the general law - the Civil Code in force at the time of sale.
2. The valid Complaints Procedure shall apply to the handling of complaints. By sending an order to the Seller, the Buyer confirms that he/she has been duly informed about the conditions and method of claiming goods, including information on where the claim can be made, and about the performance of warranty repairs in accordance with §18 (1) of Act No. 250/2007 Coll. 372/1990 Coll. on offences, as amended (hereinafter referred to as the "Act").
3. The Complaints Procedure applies to the product purchased by the Buyer from the Seller in the form of an e-commerce on the Seller's e-commerce website, or via electronic mail, or otherwise.
4. The Complaints Procedure in this form is valid for all commercial cases, unless other warranty conditions are contractually agreed.
5. The Buyer is only entitled to claim a warranty from the Seller for a product that has defects caused by the manufacturer, supplier or the Seller, is covered by the warranty and was purchased from the Seller.
6. Buyer shall inspect the product upon receipt of the product. Upon discovery of a defect in the product, he may make claims for defects discovered during this inspection. During the warranty period, the customer has the right to have the defect rectified free of charge by presenting the product to the seller together with the proof of purchase.
7. If the product shows defects, the customer has the right to file a claim with the seller in accordance with the provisions of §18 (2) of the Consumer Protection Act by e-mail or telephone contact.
8. The complaint procedure for a product that can be objectively presented to the Seller starts on the day when all of the following conditions are met:
 - (a) the consumer has submitted the claimed product to Activstar s.r.o., Piaristická 276/46, 911 01 Trenčín, ID No.: 47 876 085.
 - b) together with the claimed product, a proof of purchase - a cash receipt (invoice), the name and address of the consumer, or a telephone contact, a precise description of the product defect, or how the product defect occurred, has been submitted to the above address.
9. A sample complaint report is available at:
https://www.activstar.sk/dokument/activstar/obchodne_podmienky/reklamacny-protokol-24-02.pdf The consumer fills in the boxes a-g in the complaint report and sends the complaint report to the Seller by e-mail or by Slovak mail or in person at the above address.
10. The start of the complaint procedure is also the date of the complaint. The Buyer shall present the claimed product at the place specified in these Complaints Regulations /point 8.a./.

11. In the place designated for receiving complaints, the Seller is obliged to ensure the presence of a person authorized to handle complaints in accordance with the provisions of Section 18(3) of the Act.
12. The Buyer shall claim liability for product defects from the Seller without undue delay.
13. On the day of receipt of the complaint, the Seller shall issue to the Buyer a document of receipt of the complaint in writing, e.g. in the form of an e-mail or in writing, in which the Seller is obliged to precisely identify the defects of the goods in accordance with Section 18(5) of the Act.
14. If the consumer submits a complaint, the seller or his authorised employee or designated person is obliged to instruct the consumer about his rights under the general regulation on the basis of the consumer's decision, which of these rights the consumer exercises, is obliged to determine the manner of handling the complaint under § 2 (m) immediately, in complex cases no later than 3 working days from the date of submission 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 30 days from the date of submission 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. 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 exchanged for a new product.
15. The buyer does not claim the warranty for defects of which he was notified by the seller at the time of conclusion of the contract.
16. The buyer's right to recognition of the warranty by the seller shall be extinguished:
 - (a) failure to produce proof of payment (a copy of which we recommend that the Buyer secure and retain) of the delivery note,
 - b) the expiry of the warranty period of the product,
 - c) mechanical damage to the product caused by the buyer,
 - d) use of the product in conditions that do not correspond to the natural environment,
 - e) improper handling, operation or neglect of the product,
 - f) damage to the product by overloading, improper handling or use contrary to the conditions specified in the documentation, general principles, technical standards or safety regulations in force in the Slovak Republic,
 - g) damage to the product by unavoidable or unforeseeable events,
 - h) damage to the product by accidental spoilage and accidental deterioration, other unprofessional intervention, damage or atmospheric electricity or other force majeure, unauthorised interference with the product.
17. The Seller is obliged to handle the complaint and terminate the complaint procedure in one of the following ways:
 - (a) by handing over the repaired product,
 - b) replacing the product,
 - c) refunding the purchase price of the product,
 - d) payment of a reasonable discount on the price of the product,
 - (e) by written notice to take delivery of the performance specified by the seller,
 - (f) reasoned rejection of a product complaint.

18. The Seller is obliged to issue the Buyer with a written proof of the settlement of the complaint no later than 30 days from the date of the complaint.
19. The warranty period is 24 months for sold goods and for custom-made goods from the date of conclusion of the purchase contract. The warranty period for used goods is 12 months. The warranty period shall be extended by the period during which the buyer has been unable to use the goods due to the warranty repair of the goods.
20. In the case of a remediable defect, the claim will be handled as follows:
 - (a) the Seller shall arrange for the defect to be rectified, or,
 - b) the Seller shall replace the defective product with a new product identical to the product complained of.
21. If it is a defect that cannot be removed, or if it is a single repetitive removable defect, or if it is a number of different removable defects that prevent the product from being properly used as if it were free from defect, the seller shall settle the claim:
 - (a) by cancelling the contract of sale or, at the customer's request, by replacing the product with another functional product of the same or better technical characteristics; or
 - b) in the event that the Seller cannot replace the product with another, the Seller shall settle the complaint by issuing a credit note for the defective product.
22. For the purposes of the claim, the occurrence and rectification of the same rectifiable defect more than twice shall be deemed to be a repeated recurrence of the same rectifiable defect.
23. For the purposes of a claim, the occurrence and rectification of more than two different rectifiable defects shall be deemed to be multiple recurring recurring recurring defects.
24. In the event that the seller terminates the complaint procedure as a legally justified rejection of the complaint, but the product defect, according to the consumer, objectively exists and has not been rectified, the buyer may exercise his right to have the product defect rectified through the courts.
25. The warranty does not cover unprofessional intervention in the product or failure to follow the procedure specified in the instructions for use - for products for which such a procedure is implied by the nature of the product.
26. Instructions to the consumer:
 1. If the defect is one 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.
 2. The buyer may, in lieu of remedying the defect, 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.
 3. The seller may always replace the defective product with a faultless one instead of removing the defect if this does not cause the buyer serious inconvenience.
 4. 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 if the buyer cannot properly use the product due to the recurrence of the defect after repair or due to a greater number of defects.

5. In the case of other irremediable defects, the buyer is entitled to a reasonable discount on the price of the product.

27. If, after 14 days from the order, the goods are returned to Activstar's warehouse without justification, Activstar reserves the right to cancel the cooperation as well as any purchase of the products.

Alternative out-of-court dispute resolution

- a) The consumer has the right to contact the seller with a request for redress, by phone to the warehouse, by e-mail to: info@activstar.eu or in writing to Activstar s.r.o, Bytčianska 359, 01003 Žilina, ID No.: 47 876 085, if he/she is not satisfied with the manner in which the seller has handled his/her complaint or if he/she believes that the seller has violated his/her rights. If the Seller responds to this request in a negative manner or fails to respond within 30 days of sending it, the consumer has the right to submit a proposal for the initiation of an alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as ADR entity) pursuant to Act 391/2015 Coll. ADR entities are bodies and authorised legal persons pursuant to §3 of Act 391/2015 Coll. The consumer may submit a proposal in the manner determined pursuant to §12 of Act 391/2015 Coll.
- b) The consumer may also submit a complaint to the alternative dispute resolution entities RSOs listed online at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.
- c) Alternative dispute resolution may be used only by a consumer - a natural person who does not act within the scope of his/her business, employment or profession when concluding and performing a consumer contract. Alternative Dispute Resolution only applies to a dispute between a consumer and a seller arising out of or relating to a consumer contract.

Alternative dispute resolution shall apply only to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for the initiation of ADR up to a maximum of EUR 5 including VAT.

In Považská Bystrica, 23.11.2018