

Complaints Procedure (Annex No. 1)

This Complaints Procedure regulates the method, scope and conditions of complaints, as well as the rights and obligations of Clients who are Consumers with respect to claims for Goods purchased from Smart City s. r. o. (Ltd.), with its registered office at Mlynské Nivy 16, 821 09 Bratislava, Slovak Republic, Reg. No. (IČO): 47 243 091, legal form: limited liability company registered in the Commercial Register of the District Court in Bratislava I, Section: Sro, File no.: 85105/B (hereinafter referred to as "**SOMstore**" or the "**Company**"), e-mail: som@somstore.sk; tel. no.: +421 903 982 448 . In the case of Clients who are Entrepreneurs, claims for Goods are governed by the relevant provisions of the Commercial Code, to the exclusion of the application of Article 425 par. 2, Article 428 par. 3 and Article 439 par. 4 of the Commercial Code, unless the Company and the Client who is an Entrepreneur, agree otherwise and this Complaints Procedure shall not apply in the case of an Entrepreneur under any circumstances.

The Complaints Procedure forms Annex No. 1 to the SOMstore General Business Terms and Conditions (hereinafter referred to as the "**GBTC**") and forms an integral part thereof. All definitions used below have the meanings given in the GBTC.

1. General Provisions

- 1.1. This Complaints Procedure has been prepared in accordance with generally binding legal regulations, in particular Act No. 40/1964 Coll., the Civil Code, as amended, Act No. 250/2007 Coll. on Consumer Protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on Offences, as amended, and Act No. 102/2014 Coll. on Consumer Protection on the Sale of Goods or Provision of Services based on Distance Contracts and Off-Premises Contract, as amended.
- 1.2. Complaint means the process of claiming defects of the Goods purchased by the Client from the Company.
- 1.3. The Client has always the right to make a complaint for wrong Goods delivered according to this Complaints Procedure.
- 1.4. The Complaints Procedure is published on the Website.

2. Liability for Defects, Quality Guarantee

- 2.1. The Company is liable for defects of the Goods delivered to the Client in accordance with generally binding legal regulations and the GBTC.
- 2.2. The Company shall not be held liable to the Client or third parties in the event of delayed delivery of Goods or in the event of refusal to deliver the Goods due to the existence of Unforeseeable Events or other circumstances excluding the liability of the Company.
- 2.3. The Company shall not be held liable for the defects of services provided to the Client by third parties. The services of third parties are subject to the business terms and conditions and complaint procedures of such third parties.
- 2.4. The Company is not responsible for the consequences of incorrect identification or contact data of the Client provided when making a complaint.

- 2.5. The warranty period for the Goods is 24 months, with the exception of the Goods marked as "Used", which are covered by a 12 months warranty period. An invoice shall be used for the purposes of the guarantee certificate.

3. Conditions and Method of Submitting Complaints

- 3.1. The Client is obliged to submit a complaint of Goods without undue delay after identifying any defect.
- 3.2. The Client is entitled to submit a complaint of the Goods:
- a) Electronically to the e-mail address som@somstore.sk,
 - b) By registered postal letter.
- 3.3. Any complaint must contain:
- a) Identification and contact details of the Client in the scope of first name, surname, address of permanent residence, e-mail address and telephone number,
 - b) Description of the claimed defect,
 - c) Date of the occurrence of the claimed defect,
 - d) Proposed method of handling the complaint.
- 3.4. The Client is obliged to submit to the Company together with the complaint also an invoice issued by the Company, otherwise the complaint shall be considered unfounded, except where the failure to provide an invoice is claimed, in which case the Client shall submit to the Company a proof of the payment of the price of Goods (e.g., a statement of account). The Client is obliged to send the claimed Goods to the Company in the original package or another adequate package protecting the Goods against damage or destruction.
- 3.5. The Company may also request from the Client other relevant information necessary for the proper handling of the complaint and the Client is obliged to provide cooperation to the Company for such a purpose.

4. Complaint Handling

- 4.1. If the Client submits a complaint, the Company or a Company representative authorized by the Company shall inform the Client of Client's rights and, based on the Client's decision, determine the method of handling the complaint immediately, in complex cases within 3 working days from the date of the complaint, and in justified cases within 30 days from the date of the complaint.
- 4.2. After determining the method of handling the complaint, the complaint shall be handled immediately, and in justified cases within 30 days from the date of the complaint. After the lapse of this period, the Client has the right to withdraw from the Purchase Contract.
- 4.3. The Company is obliged to issue to the Client a complaint confirmation. If the complaint is submitted in a manner according to par. 3.2. a) or b), the Company is obliged to deliver a complaint confirmation (a sample confirmation forms Annex No. 3 to the GBTC) to the Client immediately. Should it be impossible to deliver the confirmation immediately, then it shall be delivered without undue delay but no later than together with the confirmation of complaint handling. The confirmation of complaint need not be delivered if the Client has the opportunity to prove the fact that a complaint was submitted in another way.

- 4.4. The Company is obliged to issue a written document on the handling of the complaint within 30 days from the date of the complaint.
- 4.5. In the case of a defect that can be remedied, the Client has the right for it to be properly removed, in a timely manner, and at no cost to him. The Company is required to remove the defect without undue delay. Given the defect, if it is not unreasonable, the Client may demand for the Goods to be exchanged, or if only a component of the Goods is damaged then for the component to be exchanged, if the Company does not incur unreasonable costs due to the price of the Goods or the severity of the defect.
- 4.6. In the case of a defect that cannot be remedied and that prevents the Goods being used as intended if they were defect-free, the Client has the right to exchange the item or has the right to withdraw from the Purchase Contract. The Client has the same right if the defects can be removed, but the Client is still unable to use the Goods properly due to a re-occurrence of the defect or due to a greater number of defects. In the case of other defects which cannot be remedied, the Client has the right to a reasonable discount on the price of the Goods.
- 4.7. In the case of discounted Goods, the Client has the right to an appropriate discount instead of the right to exchange the Goods.
- 4.8. The handling of the complaint is without prejudice to the right of the Client to compensation for damage.