

COMPLAINT PROCEDURE

I. COMPLAINTS SUBMITTED BY CONSUMERS AND NATURAL PERSONS ENTERING INTO A CONTRACT DIRECTLY RELATED TO BUSINESS ACTIVITY, WHERE THE CONTRACT DOES NOT HAVE A PROFESSIONAL CHARACTER FOR THIS PERSON

1. The seller is obliged to deliver goods free of defects. Otherwise, the buyer has the right to file a complaint citing the provisions regarding defects in sold goods.
2. Complaints concerning defects in the goods should be submitted in writing or electronically to the seller's address provided during the order process. The complaint should specify the sales contract it relates to, describe the defect, indicate the preferred resolution method, and provide contact details for communication. Providing this information helps the seller efficiently handle the complaint process.
3. The seller is liable under the warranty if a defect in the goods is found within two years from the date the goods were handed over to the buyer. The expiration of the period for reporting the defect does not exclude the exercise of warranty rights if the seller fraudulently concealed the defect.
4. If the goods have a defect, the buyer may demand their replacement with goods free of defects or request the removal of the defect. The seller is obliged to replace the defective goods with goods free of defects or to remove the defect within a reasonable time without causing excessive inconvenience to the buyer.
5. Furthermore, the buyer may declare a reduction in the price or withdraw from the sales contract, unless the seller promptly and without causing excessive inconvenience to the buyer replaces the defective goods with goods free of defects or removes the defect. This limitation does not apply if the goods have already been replaced or repaired by the seller, or if the seller has failed to fulfill the obligation to replace the goods with defect-free ones or to remove the defect.
6. The seller may refuse to meet the buyer's demand if bringing the goods into conformity with the contract in the way chosen by the buyer is impossible or would involve excessive costs compared to an alternative method.
7. The buyer cannot withdraw from the sales contract if the defect of the goods is minor.
8. The buyer exercising warranty rights is obliged, at the seller's expense, to return the defective goods to the place where they were delivered.
9. The seller is obliged to respond to the complaint within 14 days from the date of its receipt. If the seller fails to do so, the complaint is considered accepted. If the buyer has requested the replacement of the goods or the removal of the defect, or has submitted a statement on a price reduction specifying the amount by which the price should be reduced, and the seller has not responded to this request within 14 days, it is considered that the request has been accepted as justified.
10. If the seller does not accept the buyer's complaint, the buyer is obliged to collect the goods from the place where they were handed over to them.
11. The seller may provide the buyer with a limited warranty for the goods, provided that this is explicitly stated in the sales contract or in a separate warranty document attached to it, including the warranty period. The indication in the sales contract or in any document issued by the manufacturer of the goods of the expiry date or the date of usability/consumption of the goods shall be deemed equivalent to the granting of a limited warranty by the manufacturer until the end of that period. The terms and duration of the warranty provided by the seller for the goods will in each case be

subject to the terms and duration set by the manufacturer of the goods. In the absence of specific warranty terms in the sales contract or in a separate warranty document, it is assumed that the warranty applies only if the goods are stored and transported under appropriate conditions. Warranty claims are limited solely to the right to replacement of defective goods or a price reduction, and the warranty period may not exceed the expiry or usability/consumption date specified by the manufacturer or agreed upon by the parties in the sales contract or an attachment thereto. Acceptance of a warranty claim by the seller is in all cases subject to the acceptance of the claim by the manufacturer of the goods. The buyer may not demand from the seller the replacement or repair of the goods, a refund, a price reduction, or assert any other claims under the limited warranty if the manufacturer does not accept the claim.

12. The limited warranty is granted exclusively to the buyer and may not be transferred to third parties, who do not have the right to make any claims against the seller. Hereby, if the warranty terms for a given product provide the buyer with the right to withdraw from the sales contract, this right is excluded in cases where the physical defect of the goods is not significant. If the defect is significant, the right to withdraw from the sales contract applies only to the part of the goods affected by the defect, regardless of whether the defect concerns goods delivered in one or multiple batches under the same sales contract. Withdrawal from the entire sales contract is permitted only if the defect concerns the entirety of the goods subject to the sales contract and is significant.

I. CLAIMS MADE BY ENTREPRENEURS WITHIN THE MEANING OF ARTICLE 43¹ OF THE CIVIL CODE, INCLUDING LEGAL PERSONS, ORGANIZATIONAL UNITS WITHOUT LEGAL PERSONALITY TO WHOM SEPARATE REGULATIONS GRANT LEGAL CAPACITY, OR NATURAL PERSONS CONDUCTING BUSINESS ACTIVITY, ENTERING INTO A CONTRACT AS PART OF THEIR BUSINESS ACTIVITY, WHICH HAS A PROFESSIONAL CHARACTER FOR THEM

1. At the time of receiving the goods, the buyer should inspect the condition and quantity of the delivered goods, in particular their packaging, labels, and other elements agreed upon by the parties, for any shortages and other obvious discrepancies with the sales contract.
2. The deadline for submitting a complaint regarding the defects referred to in point 1 above is 3 days from the date of receipt of the goods, taking into account the delivery method chosen by the buyer. If the buyer fails to submit a complaint within the deadline specified in the previous sentence, it is assumed that the goods were delivered in accordance with the sales contract, and the buyer shall have no claims at a later date related to the condition or quantity of the delivered goods.
3. In the case of defects other than those specified in point 1 above, the buyer is obliged to inspect the goods within 7 days from the date of their receipt and, if any defects are found, to submit a complaint within 7 days from the date of discovering the defects. The seller recommends conducting the assessment of the goods in a manner accepted and appropriate for the given goods (in particular, in an accredited laboratory) before further use, as the seller shall not be liable for any further use of the goods by the buyer. Apart from the assurances specified in the sales contract and/or attached documents, the seller makes no other warranties or guarantees regarding the quality of the goods, their purpose, or use.

4. In all cases, the complaint must be sent by email to the seller's email address, under the penalty of refusal to consider it.
5. The complaint must include a detailed description of the defect and, in the case of defects other than those specified in point 1 above, also documentation confirming its occurrence (in particular, test results conducted by a reputable laboratory, such as Eurofins, J.S. Hamilton, SGS, provided that the testing of the given goods falls within the scope of the laboratory's accreditation, or information about commissioning such tests and the expected date of receiving the results), with a precise specification of which part of the goods is affected and the claims the buyer is making against the seller.
6. The seller is not bound by the content of the buyer's complaint claim. A complaint meeting the conditions specified in points 1–5 above will be considered by the seller within 30 days from the date of its receipt by the seller. If the seller fails to respond to the buyer's complaint claim within the deadline specified in the previous sentence, the complaint shall be deemed fully rejected.
7. The seller may provide the buyer with a limited warranty on the goods, provided that this is explicitly stated in the sales contract or in a separate warranty document attached to it, including the warranty period. The specification in the sales contract or any document issued by the manufacturer of the goods of the expiration date or the usability/consumption date of the goods shall be deemed equivalent to the granting of a limited warranty by the manufacturer until the expiry of that period. The terms and duration of the warranty provided by the seller for the goods will each time depend on the terms and duration set by the manufacturer of the goods. In the absence of detailed warranty terms in the sales contract or a separate warranty document, it is assumed that the warranty applies only if the goods are stored and transported under appropriate conditions. Warranty claims cover only the right to replace defective goods or reduce the price, and the warranty period granted may not be longer than the expiration or usability/consumption date specified by the manufacturer or agreed upon by the parties in the sales contract or its annex. The acceptance of a warranty claim by the seller is always conditional upon the acceptance of the claim by the manufacturer of the goods. The buyer may not directly demand from the seller the replacement or repair of the goods, a refund, or a price reduction, nor make any other claims arising from the limited warranty if the manufacturer does not accept the claim.
8. The limited warranty is granted exclusively to the buyer and may not be transferred to third parties, who have no right to make any claims against the seller. Hereby, if the warranty terms for a given product provide the buyer with the right to withdraw from the sales contract, this right is excluded in cases where the physical defect of the goods is not significant. If the defect is significant, the right to withdraw from the sales contract applies only to the part of the goods affected by the defect, regardless of whether the defect concerns goods delivered in one or multiple batches under the same sales contract. Withdrawal from the entire sales contract is permitted only if the defect concerns the entirety of the goods subject to the sales contract and is significant.
9. The provisions on the seller's liability under the statutory warranty for physical defects of the goods are hereby excluded, while the seller's contractual liability is limited solely to cases of intentional fault.