

# TRUUNE COMPLAINTS PROCEDURE

## ARTICLE I

### INTRODUCTORY PROVISIONS

The company ESKADA, s.r.o., with its registered office at Námestie Osloboditeľov 20, 040 01 Košice, Comp. ID: 36579751, registered in the Commercial Register of the District Court Košice, Section: Sro, Insert number: 14943/V (hereinafter referred to as the "Seller") hereby in accordance with the provisions of Section 18 of Act No. 250/2007 Coll., on Consumer Protection, as amended (hereinafter referred to as the "Consumer Protection Act") issues this Complaints Procedure, which duly informs the consumer (hereinafter referred to as the "Purchaser") about the conditions and the manner of exercising rights from liability for defects (hereinafter referred to as the "Complaint"), including information on where the complaint can be filed and on the performance of guarantee repairs.

1. This Complaints Procedure is issued in accordance with the Consumer Protection Act, Act N. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), Act No. 391/2015 Coll., on Alternative Dispute Resolution and on Amendments to Certain Other Acts (hereinafter referred to as the "**Alternative Dispute Resolution Act**"), as well as with other generally binding legal regulations of the Slovak Republic.
2. This Complaints Procedure applies exclusively to the Purchaser, who is a consumer. In accordance with the provisions Section 2 (a) of the Consumer Protection Act, a consumer is a natural person who, when concluding and fulfilling a consumer contract, does not act within the scope of his business activity, employment or profession.
3. This Complaints Procedure is an integral part of the purchase contract and business terms and conditions of the Seller, when selling the goods or providing services to the consumer.
4. A consumer contract is any contract, regardless of the legal form, concluded between the supplier and the consumer.
5. A distance contract is an agreement between the Seller and the consumer agreed and concluded exclusively by one or more means of distance communication without the simultaneous physical presence of the Seller and the consumer, in particular by using a website, e-mail, telephone, fax, mailing list, mail order catalogue or social networks.

6. A purchase contract is a contract having the subject-matter the sale and purchase of goods.
7. By concluding the purchase contract and taking over the goods, the Purchaser agrees with these Complaints Procedure and the business terms and conditions of the Seller.
8. **The Supervisory Authority** is the *Slovak Trade Inspection*, the Inspectorate of the Slovak Trade Inspection based in Košice for the Košice Region, with its registered office Vrátna 3, P. O. BOX: A-35, 040 65 Košice 1, Tel. No.: 055/729 07 05, 055/622 76 55, Fax No.: 055/622 46 95.

## ARTICLE II

### LIABILITY FOR DEFECTS IN SOLD GOODS

1. In accordance with the provisions of Section 619 (1) of the Civil Code, the Seller is liable for defects in the goods sold when taken over by the Purchaser. In addition, in accordance with the provisions of Section 619 (2) of the Civil Code, the Seller is liable for defects in the goods, which occur after the goods is taken over by the Seller during the guarantee period. In accordance with the provisions of Section 620 (1) of the Civil Code the guarantee period is 24 months. If the period for the use is marked on the goods being sold, their packaging or in the attached instructions, the guarantee period shall not end before the expiry of that period.
2. In respect of used goods, in accordance with the provisions of Section 619 (1) of the Civil Code, the Seller is not liable for defects caused by its use or wear and tear. In this case, in accordance with the provisions of Section 620 (2) of the Civil Code the guarantee period is 12 months.
3. If a lower price was separately agreed for the defect of the goods, in accordance with the provisions of Section 619 (1) of the Civil Code, the Seller is not liable for the defect for which this lower price was agreed.
4. At the request of the Purchaser, the Seller shall provide the Purchaser with a guarantee in writing in accordance with the provisions of Section 620 (4) of the Civil Code, i.e., at the request of the Purchaser, the Seller shall provide a guarantee certificate (if the nature of the matter allows it, a proof of purchase is sufficient instead of a guarantee certificate).

5. The Seller, based on his statement in the guarantee certificate, may provide the Purchaser with a guarantee exceeding the scope of the guarantee established by the Civil Code (i.e., 12 or 24 months) in accordance with the provisions of Section 620 (5) of the Civil Code. At the same time, the Seller shall specify in the guarantee certificate the terms and conditions and the scope of the guarantee thus provided.
6. The guarantee period shall start from the acceptance of the goods by the Purchaser. If the purchased goods are to be put into operation by an entrepreneur other than the Seller, the guarantee period shall start from the date of putting the goods into operation, if the Purchaser ordered the commissioning no later than 3 weeks after the receipt of the goods and provided, properly and on time, the cooperation necessary to perform this service, in accordance with the provision of Section 621 of the Civil Code.
7. At the personal collection of the goods, the Purchaser shall be entitled to inspect the item that is being sold. The Seller is not responsible for defects that the Purchaser may have found during the inspection, in particular, the Seller is not responsible if the Purchaser makes later complaints about missing accessories of the item that is being sold or mechanical damage to the item detectable during the inspection. The Seller is neither responsible for such defects even if the Purchaser failed to use the opportunity to inspect the item that is being sold.
8. In particular, the guarantee does not cover damage incurred due to:
  - mechanical damage to the goods;
  - using the goods in conditions that are not satisfactory due to their temperature, humidity, chemical and mechanical environmental influences;
  - improper handling or neglect of care of the goods;
  - excessive loading or use contrary to the general principles;
  - natural forces or force majeure.
9. For goods of the software type, the guarantee only covers the physical readability of the installation media. Upon removal of protective equipment (foils, seals, opening the envelope, etc.), the Purchaser becomes an authorized user of the software product and accepts the license agreement of the software producer. This type of goods can no longer be returned to the Seller.
10. If the Seller offers the Purchaser other goods as a gift to the sold goods free of charge when selling a product, it is at the Purchaser's discretion whether the Purchaser accepts the offered gift. The gift is not a sold product, and therefore, it is not covered by the guarantee and the Seller is not responsible for defects in the gift, if any. If the

Seller knows about the defects of the product, which the Seller offers to the Purchaser as a gift, the Seller is obliged to notify the Purchaser when offering the gift. If defects appear on the donated goods that the Seller did not notify the Purchaser, the Purchaser is entitled to return the gift. In the event that the Purchaser has the right to withdraw from the contract for the purchase of the product, the Purchaser is obliged to return to the Seller everything received under the contract, i.e., together with the purchased goods, the Purchaser is also obliged to return the product received as a gift.

### **ARTICLE III RIGHTS FROM LIABILITY FOR DEFECTS**

1. The Purchaser can exercise the rights arising from liability for defects at the Seller from whom the goods were purchased.
2. In accordance with the provision of Section 18 (2) of the Consumer Protection Act, the Purchaser may file a complaint with the Seller, i.e., ESKADA, s.r.o. at the address Námestie Osloboditeľov 20, 040 01 Košice, Slovak Republic. If another entrepreneur designated for repair has been listed in the guarantee certificate, which is closer to the Seller or in the place of the Purchaser, the Seller will exercise the right to repair the goods by the entrepreneur designated to perform guarantee repairs in accordance with Section 625 of the Civil Code. The entrepreneur designated for repair is obliged to carry out the repair within the period agreed upon in the sale of goods between the Seller and the Purchaser.
3. In addition to the right to repair a defect in the goods, the Purchaser may also exercise the right to exchange the goods, to replace a component of the goods, the right to a reasonable discount on the purchase price or the right to withdraw from the contract (with refund of paid purchase price) in accordance with the provisions of Section 622 and Section 623. The above-mentioned rights can be exercised by the Purchaser with the Seller, i.e., ESKADA, s.r.o. at the address Námestie Osloboditeľov 20 040 01 Košice, Slovak Republic.
4. The period from which the Purchaser has exercised the rights of liability for defects with the Seller, until the moment when the Purchaser was obliged to take over the goods after the repair, is not included in the guarantee period. If the Purchaser has exercised the right to exchange the goods and the exchange has taken place by the Seller, the guarantee period begins to run again from the receipt of new goods in ac-

cordance with the provisions of Section 627 (1) of the Civil Code. If the Purchaser has exercised the right to replace a component of the goods for which the guarantee was provided and the replacement was made by the Seller, the guarantee period begins again from the replacement of the component for which the guarantee was provided in accordance with Section 627 (1) of the Civil Code.

5. In accordance with the provisions of Section 627 (1) of the Civil Code, the Seller is obliged to issue a confirmation to the Purchaser about when the Purchaser exercised the right to repair the goods, about the repair and about its duration.
6. If the rights from liability for defects have not been exercised during the guarantee period, in accordance with the provisions of Section 626 (1) of the Civil Code, the rights shall expire. In the case of used goods, the rights from liability for defects expire if they have not been exercised within 24 months from the date of receipt of the used goods by the Purchaser or within a shorter period of time, provided that the Seller and Purchaser have agreed thereon.
7. After making a complaint by the Purchaser, the Seller, an employee authorized by the Seller or another person designated by the Seller is obliged to inform the Purchaser of his rights in accordance with the provisions of Section 622 and Section 623 of the Civil Code, then the Purchaser shall be entitled to decide which of the rights he exercises (these are the right to remedy the defect, the right to exchange the goods, the right to replace a component of the goods, the right to a reasonable discount on the purchase price or the right to withdraw from the contract in accordance with the provision of Section 622 and Section 623 of the Civil Code).
8. Based on the decision of the Purchaser in accordance with the provisions of Section 18 (4) of the Consumer Protection Act, the Seller is obliged to determine the method of handling the complaint immediately, in justified cases no later than within 3 working days from the date of making the complaint by the Purchaser, however, no later than within 30 days from the date of making the complaint.
9. After determining the method of making complaint, the Seller is obliged to handle the complaint immediately, in justified cases no later than 30 days from the date of making complaint by the Purchaser. If this period has expired in vain and the complaint has not been settled by the Seller, the Purchaser has the right to withdraw from the contract or the right to exchange the goods in accordance with the provisions of Section 18 (4) of the Consumer Protection Act.

10. If the complaint was lodged within the first 12 months from the purchase of the goods, the Seller may, in accordance with the provision of Section 18 (6) of the Consumer Protection Act, reject a complaint only on the basis of expert assessment. The Seller is obliged to provide the Purchaser with a copy of this expert assessment no later than 14 days from the date of settlement of the complaint.
11. If the Seller rejects the complaint after 12 months from the purchase of goods, the Seller is obliged to inform the Purchaser in the document on the outcome of the complaint to whom the thing can be sent for the purpose of expert assessment in accordance with the provision of Section 18 (7) of the Consumer Protection Act.
12. If the item has been sent for expert assessment, the costs of the expert assessment and all other related purposefully incurred costs shall be borne by the Seller, regardless of the results of the expert assessment in accordance with the provision of Section 18 (7) of the Consumer Protection Act. If the Purchaser by an expert assessment proves the Seller's responsibility for the defect, the complaint may be filed again. The Seller is obliged to reimburse the Purchaser within 14 days from the date of making of the complaint again any and all costs incurred for expert assessment and all related purposefully incurred costs. The guarantee period does not run during the expert assessment. The Seller is obliged to reimburse the Purchaser within 14 days from the date of making the complaint again any and all costs incurred for expert assessment, as well as any and all related purposefully incurred costs. A complaint filed again cannot be rejected.
13. When making a complaint, the Seller is obliged to issue a confirmation to the Purchaser (confirmation is a copy of the complaint protocol). If the complaint was made by means of distance communication, the Seller is obliged in accordance with the provisions of Section 18 (8) of the Consumer Protection Act to deliver the confirmation of the complaint to the Purchaser immediately, if this is not possible without undue delay, at the latest together with the document on the outcome of the complaint. The Seller is not obliged to deliver a confirmation of the complaint, if the Purchaser has the opportunity to prove the complaint in another way.
14. In accordance with the provisions of Section 18 (9) of the Consumer Protection Act, the Seller is obliged to issue a written document on the outcome of the complaint, no later than within 30 days of making the complaint. This written document is a copy of the complaint protocol with the field "Outcome of the complaint" filled in or a letter containing a written notice of the outcome of the complaint.

15. The Purchaser has the right to be informed about the outcome of the complaint by the Seller.
16. Provided that the Purchaser informs himself about the outcome of the complaint before the expiry of the period of 30 days from the date of making the complaint by the Purchaser, the Seller is obliged to inform the Purchaser about the outcome of the complaint.
17. Provided that the Purchaser informs himself about the outcome of the complaint after the expiry of the period of 30 days from the date of making the complaint by the Purchaser, the Seller is obliged to inform the Purchaser about the outcome of the complaint and, at the same time, about the reason why the complaint was not resolved in time.
18. After settling the complaint, the Purchaser is obliged to take the goods over immediately, no later than 30 days from the day when the Seller asked the Purchaser to take the goods over, in accordance with the provisions of Section 627 (1) of the Civil Code, regardless of the outcome of the complaint by the Seller.
19. Should the Purchaser fail not take over the goods even on the basis of the Seller's request within 30 days in accordance with the previous point of these Complaints Procedure, the Seller is entitled to charge a fee in the amount of EUR 300, for each day of storage of the goods.

#### **ARTICLE IV**

##### **TERMS AND CONDITIONS FOR MAKING COMPLAINTS**

1. Provided that the Purchaser exercises the rights from the liability for defects, the Purchase is obliged to:
  - a) submit a proof of the purchase of the goods or otherwise prove that the goods were purchased by the Purchaser from the Seller;
  - b) present a guarantee certificate relating to the goods;
  - c) the goods must meet the terms and conditions specified in the guarantee certificate, which are necessary for the guarantee complaint (i.e., the goods must not be mechanically damaged);
  - d) hand the goods or component over to the Seller;

- e) provide the Seller with any required cooperation in connection with the completion of the complaint protocol by the authorized employee of the Seller, including the signing of the complaint protocol as a sign of consent to its content.

## **ARTICLE V**

### **METHOD OF HANDLING COMPLAINTS**

1. The Seller can handle the complained filed in the following ways:
  - a) by handing the repaired goods over to the Purchaser;
  - b) by exchange of the goods;
  - c) by returning the purchase price for the goods to the Purchaser;
  - d) by providing a reasonable discount from the purchase price of the goods to the Purchaser; or
  - e) by justified refusal of guarantee complaint of the goods.
2. In accordance with the provisions of Section 622 (1) of the Civil Code, if the thing has a defect that can be removed, the Purchaser has the right to free, timely and proper removal and the Seller is obliged to eliminate this defect. The Seller shall decide on the method of removing the defect.
3. In accordance with the provisions of Section 622 (2) of the Civil Code, instead of removing the defect, The Purchaser may require the Seller to replace the goods, or if the defect only concerns a component of the goods, replacement of this component, provided that the Seller does not incur disproportionate costs due to the price of the goods or severity of the defect.
4. In accordance with the provisions of Section 622 (3) of the Civil Code, the Seller may, instead of removing the defect, always replace the defective goods with perfect ones, provided that this does not cause serious difficulties for the Purchaser.
5. If the goods have a defect which cannot be removed and which prevents the goods from being properly used as the goods without defects, the Purchaser shall be entitled, in accordance with the provisions of Section 623 (1) of the Civil Code, to exchange the goods or the right to withdraw from the purchase contract.
6. In accordance with the provisions of Section 623 (1) of the Civil Code, the right to exchange the goods or the right to withdraw from the contract (i.e., the right to return money and the goods) even if it is a remediable defect, but the Purchaser due to the



recurrence of the defect after repair cannot use the goods properly. A recurrence of a defect after repair is considered to be a condition if the same defect occurs a third time after at least two previous repairs.

7. If the goods have an irreparable defect, which, however, does not prevent the proper use of these goods, the Purchaser shall be entitled, in accordance with the provisions of Section 623 (2) of the Civil Code, the right to a reasonable discount on the price of the goods.
8. The Seller is not responsible for damage or loss of stored data and programs in the goods under complaint. In this connection, the Seller recommends that the Buyer should make backup copies of all data and programs and select removable storage media from the defective goods.
9. If the goods intended for complaint contain access passwords to the system, the Purchaser is obliged to notify the relevant passwords when making a complaint or remove them before delivering the defective product for complaint. Should the purchaser fail to do so, the day of the commencement of the complaint procedure shall be the day of delivery of the access codes to the Purchaser.
10. If, when handling a device complaint, the Seller finds that illegal software is installed in the goods, the Seller shall not be obliged to acknowledge the received complaint.

## **ARTICLE VI**

### **ALTERNATIVE DISPUTE RESOLUTION**

1. The Purchaser shall be entitled to contact the Seller with a request for remedy at the email address [info@stark.audio](mailto:info@stark.audio) if the Purchaser is not satisfied with the way in which the Seller handled the Purchaser's complaint or if the Purchaser believes that the Seller has violated his rights. If the Seller rejects this objection of the Purchaser or does not respond to it within 30 days of its dispatch, the Purchaser shall be entitled to file a motion to initiate alternative dispute resolution to an alternative dispute resolution entity ("ADR entity") in accordance with the Alternative Dispute Resolution Act. ADR entities are bodies and authorized legal entities pursuant to Section 3 of the Alternative Dispute Resolution Act, the list of which is maintained by the relevant state authority (<https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>).

The motion may be submitted by the Purchaser pursuant to Section 12 of the Alternative Dispute Resolution Act.

2. The Purchaser can also file a complaint through the RSO Alternative Dispute Resolution platform, which is available on-line at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show&lng=SK>.
3. Alternative dispute resolution can only be used by the consumer – a natural person who does not act within the scope of his business activity, employment or profession when concluding and fulfilling a consumer contract. Alternative dispute resolution only concerns a dispute between a consumer and a Seller arising out of or in connection with a consumer contract. Alternative dispute resolution only applies 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 initiating ADR up to a maximum of EUR 5 including VAT.

## **ARTICLE VII**

### **FINAL PROVISIONS**

1. This Complaints Procedure is valid and effective from 1 January 2022. The valid and effective wording of the Complaints Procedure is available to the Purchaser on the website of the e-shop [www.truune.com](http://www.truune.com)