

COMPLAINT REGULATION

Complaint Rules ESHOPU spol. TOMBEK

1. General provisions and definitions

(a) This Complaint Procedure has been prepared in accordance with the Civil Code as amended (hereinafter referred to as "the Act") and applies to consumer goods (hereinafter referred to as "Goods") for which the purchaser's rights under the responsibility for defects are applied only "Complaints").

b. "Seller" is the trading company TOMBEK

c. "Buyer" means an entity that has concluded a Buyer Agreement with the Seller with an electronic order.

2. Warranty Terms

a. If Goods show obvious defects, ie especially if the goods are damaged, the Buyer is entitled not to take the Goods. In such a case, the Buyer's right to provide the Seller's proper performance or the return of the Purchase Price shall be retained in accordance with the Buyer's choice.

b. The guarantee does not apply to mechanical damage to the goods by the buyer, the use of the goods in inappropriate, inappropriate conditions, improper handling, neglect of the care of goods, improper installation, incorrect handling and use of the goods, improper handling of the goods, improper installation. Authorization for free warranty repairs also expires in case of improper installation, unprofessional commissioning, improper handling of goods or any unprofessional interference with the goods during the warranty period other than the authorized person. Seller also reserves the right not to return money for such goods and the right not to confuse it for other goods. All warranty repairs are forfeited if the warranty claim has not expired by the time of their application, free of charge under the preceding paragraph.

c. The length of the warranty period is governed by the applicable provisions of the Act, ie 24 months, with the exceptions provided by the Act.

d. Buyer is entitled to withdraw from the contract in all cases specified by the Act. Withdrawal is effective against the Seller from the moment it is delivered to the Buyer in writing to withdraw from the contract.

In the case of withdrawal from the contract, the contract is canceled from the outset and the contracting parties are obliged to return everything they have provided on their basis.

3. Settlement of claim

a. Complaints apply to Seller's premises.

b. In the event that the Buyer makes use of his right to demand the removal of the defects by repair and warranty repairs for the purpose of warranty repairs, the Goods shall be designated by another entity than the Seller whose place of business is in the same place as the Seller or the Buyer's nearest Buyer. Buyer has the right to a warranty repair with the entity listed in the warranty card.

c. In the event that warranty repairs can not be applied to a person other than a vendor, they will provide warranty service to the vendor. On the day the complaint is received, the Seller shall issue to the Purchaser a proof of receipt of the goods claim in which it accurately marks the defects of the goods in accordance with the provisions of Section 18 (5) of the Consumer Protection Act. Once the complaint has been settled, the seller informs the buyer by e-mail and at the same time delivers by email or registered mail a written proof of settlement of the complaint (the complaint protocol) within 30 days of the date of the claim.

d. In addition, the Buyer is entitled to require warranty service at authorized service centers, the list of which is enclosed with the Goods documentation or may be communicated by Seller upon request to the Buyer by e-mail or by telephone.

e. Seller decides to claim immediately, in complex cases within 3 business days. In justified cases, especially if a complex technical assessment of the condition of the product is required, no later than 30 days after the date of the claim. Upon expiry of this period, the consumer has the right to withdraw from the contract or has the right to exchange the product for a new product.

Seller is required to process a complaint and terminate a claim by one of the following methods:

- (a) handing over repaired goods,
 - (b) exchange of goods
 - c) by returning the purchase price of the goods,
 - (d) payment of an appropriate discount on the price of the goods,
 - (e) a reasoned rejection of the goods claim.
- f. In the situation where the Goods are to be dispatched to the Seller or the Service Center, the Buyer shall act in such a way that the Goods are packaged in a suitable packaging which will adequately protect the Goods and meet the requirements of the shipment of fragile goods and mark the consignment with the relevant symbols.
- g. If the goods claimed are delivered by post or courier to the registered address of the company (see www.test.tombek.cz), the responsible person will take over the goods, check the consignment, documentation (invoice, receipt, packaging), the decisive date the deadline for the complaint is the date of receipt by the courier or postman. We recommend that you insure the goods. We do not collect cash on delivery.
- h. The responsible person is fully responsible for monitoring the execution of the complaint period in accordance with the relevant provisions of Act No. 250/2007 CFU on Consumer Protection and the Civil Code and immediate contact of the customer about the complaint within the statutory deadline by e-mail, SMS, the registered letter.
- i. The After-Sales Service will prompt the Buyer to contact the Buyer by telephone, e-mail or otherwise agreed with the Buyer to take over the repaired Goods and the Complaint Protocol, respectively. will be delivered to the Buyer in the form of a registered shipment by mutual agreement of the goods together with the complaint protocol.
- j. Any visit of a service technician to the Buyer requires that a report be drawn up of the identified failures and the form of their removal. Without such a log, the service technician visit is not taken into account.

k. The entitlement to the warranty expires in the event of inappropriate assembly or inappropriate putting into operation of the Goods as well as in case of improper handling of the Goods.

4. Final Provisions

a. In the event of any claim by the Buyer Seller to claim the claim and agree with him in the most appropriate form of complaint procedure.

b. This Complaint Rules will take effect on 08.05.2018

Changes to the Claim Rules are reserved.

In case you wish to claim the goods, please contact us.

Guarantee

The warranty period for the goods is 24 months from the date of conclusion of the purchase contract unless another warranty period is set for specific goods and runs from the date of receipt of the goods and confirmation of the necessary documents related to the goods authorized by the person. The 24-month warranty period applies to the sale of goods for private use [Section 620 (1) of the Civil Code]. If the buyer is an entrepreneur and the product purchases for a business activity, the warranty period is governed by the manufacturer's warranty in accordance with Section 429 (2) of the Commercial Code.

The warranty period is extended by the time the buyer could not use the goods due to the warranty repair of the goods.

In case of replacement of the goods for new ones, the buyer will receive the document on which the exchanged goods will be listed. Any further claims may be claimed on the basis of the original delivery note and this claim document. In case of replacement of goods, the warranty period begins to run from the date of receipt of the new goods, but only for new goods.

All warranty repairs are free of charge