

Return policy

of the service provider

Ranč Regetovka, Regetovka 26, 086 33 Zborov

Platné od **01.08.2020**

Supplier:

PAVLIČKO a partneri, s.r.o., Zámocká 10, 811 01 Bratislava

Reg. No.: 51 685 035

VAT No.: SK2129779562

Registered in the Commercial Register of Bratislava I District
court, Section: Sro, File No.:128376/B

prepared in accordance with the provisions of § 619 to § 627 of the Civil Code as amended, § 411 to § 441 of the Commercial Code as amended and Act no. 250/2007 Coll. on consumer protection, as amended.

ARTICLE I. **General provisions**

1. These Complaints Rules regulate the procedure for making a complaint against goods and services sold by the service provider Ranč Regetovka (hereinafter referred to as the "Provider") in its facilities, in accordance with the subject of its activity to the consumer ("").
2. These complaint rules are binding for all employees of the provider as the seller and the buyer as the customer.
3. By personal receipt of the goods or services provided, the consumer agrees to the complaint procedure and confirms that he has been acquainted with its contents.
4. For the purposes of these Complaints Rules, a complaint means the application of liability for product or service defects and the handling of a complaint terminates the complaint procedure by handing over the repaired product, product replacement, return of the product purchase price, payment of reasonable product discount, written request to take over rejection.

ARTICLE II. **Rights of a consumer**

1. Every consumer has the right to good quality products and services, complaints, damages, education, information, protection of his health, safety and economic interests, and to submit complaints and grievances to the supervisory authorities and the municipality in violation of the consumer's statutory rights.
2. Every consumer has the right to protection against unacceptable terms in consumer contracts, which are contracts concluded under the Civil Code) or the Commercial Code, as well as all other contracts which are characterized by the fact that they are concluded in several cases, and it is common that the consumer does not significantly influence the content of the contract; the provisions of the Civil Code shall also apply mutatis mutandis to consumer contracts which have not been concluded in accordance with the Civil Code.
3. The consumer may claim against the infringer in court the protection of his rights, against the violation of rights and obligations established by law in order to protect the consumer.

ARTICLE III. **Obligations of a seller**

1. A seller is obliged:
 - a) to sell the products in the correct weight, measure or quantity and to enable the

- consumer to verify the accuracy of that information,
- b) sell products and provide services of normal quality; if the quality is not prescribed, the seller may sell the products in a lower-than-normal quality only if he notifies the consumer of any differences,
 - c) sell products and provide services at agreed prices,
 - d) correctly charge prices when selling products or providing services,
 - e) ensure hygienic conditions during the sale of products and provision of services,
 - f) comply with the conditions of storage of products specified by the manufacturer or a special regulation when selling products and providing services, so that they are not degraded,
 - g) present the product to the consumer, if the nature of the product allows it,
 - h) to ensure the sale of products and the provision of services in such a way as to enable them to be used properly and safely;
 - i) provide the necessary cooperation to the European Consumer Center in resolving a dispute between a consumer and a seller,
 - j) state in any commercial communication, including advertising and marketing of goods and services, which requires the consumer to contact the seller by telephone at the service number with increased rate or short text message (SMS), a true and complete indication of the unit price calls, the unit price of a short text message (SMS) or the maximum possible price of a call or short text message (SMS) that the consumer is obliged to pay for such a call or short text message (SMS); in the event of a dispute over the price and performance of a call or short text message (SMS) to be paid by the consumer, the burden of proof of proof of entitlement to the performance and its amount shall be borne by the seller.
2. A seller may not:
- a) impose obligations on the consumer without a legal reason,
 - b) deny the consumer the rights pursuant to ARTICLE 3,
 - c) use unfair commercial practices and unacceptable terms in consumer contracts. Unfair practices are directly listed in Annex no. 1 of Act no. 250/2007 Coll. on consumer protection.
3. The seller is obliged to observe in relation to the consumer the principle of equal treatment in the provision of products and services established by a special regulation. The seller may not refuse to sell to the consumer a product which he has displayed or otherwise prepared for sale, or refuse to provide a service which is within his operational capacity. It may not bind the sale of a product or the provision of a service (hereinafter "tying a sale") to the sale of another product or the provision of another service. This does not apply if the consumer does not meet the conditions for purchase according to special regulations. It shall not be considered a tying of sales if:
- a. the seller sells these products or provides these services separately,
 - b. the tying of sales is conditioned by the technical impossibility of separate sale of products or provision of services.
4. The seller may not refuse to sell to the consumer a product which he has displayed or otherwise prepared for sale, or refuse to provide a service which is within his operational capacity; it may not link the sale of a product or the provision of a service to the sale of another product or to the provision of another service. This does not apply if the consumer does not meet the conditions for purchase under the law.
5. The seller is obliged to mark the reserved products separately for the entire time of the reservation, stating the time for which they are reserved; this also applies to paid products which are in the establishment at the time of their receipt by the consumer or delivery to the consumer.
6. The seller must not mislead the consumer, in particular by providing false, unsubstantiated, incomplete, inaccurate, unclear or ambiguous data or conceal information about the characteristics of the product or service or the terms of purchase, and the offer or sale of infringing products or services intellectual property, as well as the storage of such products for offer or sale.
7. The seller is obliged to deliver the goods or provide the service:

- a) on the day specified in the contract or determined in the manner specified in the contract,
- b) at any time during the period specified or specified in the contract, unless it follows from the contract or from the purpose of the contract, which was known to the seller at the time of concluding the contract, that the delivery time within this period is determined by the buyer.
- c) Unless otherwise stipulated in the contract, the period within which the goods are to be delivered shall begin to run from the date of conclusion of the contract. However, if, according to the contract, the buyer has to fulfil certain obligations before the delivery of the goods (e. g. submit drawings necessary for the production of goods, pay the purchase price or part thereof or ensure its payment), this period begins to run from the date of fulfilment of this obligation.

ARTICLE IV. **Liability for defects**

1. The seller is responsible for defects in the thing sold or service provided by the buyer.
2. The buyer is obliged to inspect the goods or become acquainted with the content of the service provided at the latest after the risk of damage to the goods or services has passed, taking into account the nature of the goods or services provided.
3. If the buyer does not inspect the goods or services provided or does not arrange for them to be taken over at the time of the transfer of the risk of damage to the goods or services, he may claim defects found during this inspection only if he proves that the goods or services were already defective. at the time of the transfer of the risk of damage to the goods.
4. In the case of used items, it is not liable for defects caused by their use or wear.
5. In the case of items sold at a lower price, it shall not be liable for the defect for which the lower price was agreed.
6. If the items are not perishable or used, the seller is liable for defects that occur after taking over the item during the warranty period (warranty).
7. A change in the goods which occurred during the warranty period as a result of their wear or tear, incorrect use or incorrect intervention cannot be considered a defect.
8. The customer is obliged to check the delivered goods or services upon receipt and complain about obvious defects.
9. Defects detectable on receipt of goods or services shall be deemed to be obvious defects, in particular:
 - a) quantity and assortment difference,
 - b) deterioration of goods (deformed packaging, damaged packaging, etc.),
 - c) poor quality of service.
10. The customer is obliged to immediately notify the seller of any obvious defects, who will arrange a remedy by exchanging the goods, removing the claimed service defect or returning or reducing the purchase price.
11. Subsequent complaints of this type will not be accepted by the seller and such a complaint is unjustified.
12. The seller is not responsible for defects:
 - a) of which, at the time of the conclusion of the purchase contract, the buyer knew or, having regard to the circumstances in which the contract was concluded, knew only that the defects related to the nature of the goods or services provided. If the customer caused the defect of the goods or provided services himself,
 - b) if the customer knew about the defect of the goods or services before taking over the goods or services, resp. has been expressly and clearly notified of the defect or service and if a discount on the price of the goods or service has been granted for the defect or service;
 - c) if the defects arose during the warranty period as a result of wear and tear of the goods caused by normal use, incorrect or excessive use,
 - d) if the protective seals on the goods have been broken,
 - e) if the defects were caused by the intervention of an unauthorized person in the goods or their parts,

- f) if the goods are claimed after the expiration of the warranty period or other period within which the goods are to retain their specific properties,
- g) if the defects were caused by a natural disaster,
- h) were caused (intentionally or unintentionally) by improper or excessive use of the goods, improper treatment, improper service, improper use of additional equipment other than that prescribed by the manufacturer,
- i) if they arise on the goods at the end of their useful life.

ARTICLE V.

Risk of damage to the goods or service provided

1. The risk of damage to the goods (§ 368 para. 2 of the Commercial Code) passes to the buyer at the time when he takes over the goods from the seller, or if he does not do so in time, at the time when the seller allows him to dispose of the goods and the buyer violates the contract that he will not take over the goods.
2. If the buyer is to take over the goods from a person other than the seller, the risk of damage to the goods passes to the buyer at the time specified for delivery of the goods, if at that time the buyer was allowed to dispose of the goods and the buyer knew about this possibility. If the buyer is allowed to dispose of the goods or learns about this possibility later, the danger passes at the time when he has this possibility and learns about it.
3. If the seller is obliged under the contract to hand over the goods to the carrier at a certain place for the transport of goods to the buyer, the buyer passes the risk of damage to the goods by handing it over to the carrier at that place. If the purchase contract includes the obligation of the seller to send the goods, but the seller is not obliged to hand over the goods to the carrier at a certain place, the risk of damage to the goods passes to the buyer when the goods are handed over to the first carrier for transport to the destination. The fact that the seller handles the documents relating to the transported goods does not affect the transfer of the risk of damage to the goods.
4. However, the risk of damage to the goods determined by type and not taken over by the buyer does not pass to the buyer until the goods are clearly marked for the purpose of the contract by marking on the goods or transport documents or specified in the message sent to the buyer or otherwise defined.
5. If the goods are already being transported at the time of the conclusion of the contract, there is a risk of damage to the goods by handing them over to the first carrier. However, if the seller knew at the time of concluding the contract or should have taken into account, taking into account all the circumstances, that the goods had already been damaged, the seller shall bear the damage.
6. Damage to the goods, which arose after the transfer of its danger to the buyer, does not affect his obligation to pay the purchase price, unless the damage to the goods occurred as a result of a breach of duty by the seller.
7. The effects of paragraph 1 of this Article shall not occur if the buyer has exercised his right to demand delivery of the replacement goods or to withdraw from the contract.

ARTICLE VI.

Warranty

1. If the items are not perishable or used, the seller is responsible for defects that occur after taking over the item during the warranty period.
2. The warranty period is 24 months.
3. If the period of use is marked on the item sold, its packaging or the instructions attached to it, the warranty period does not end before the expiry of this period.
4. In the case of second-hand goods, the customer and the seller may agree on a shorter warranty period, but not less than 12 months.
5. In the case of items intended to be used for a longer period, special regulations shall provide for a guarantee period of more than 24 months. A warranty period exceeding 24 months may apply to only some part of the item.
6. At the customer's request, the seller is obliged to provide a written guarantee (warranty

certificate). If the nature of the matter allows it, it is sufficient to issue a tax document of purchase instead of a guaranteed certificate.

7. Defective liability rights must be exercised no later than the day following the purchase and no longer than six months after the purchase for used items; otherwise, the rights will expire.

ARTICLE VII.

Expiration of the warranty period

1. The warranty period begins from the moment the goods are taken over by the customer.
2. The rights from the liability for defects of the thing for which the warranty period applies shall expire if they have not been exercised during the warranty period.
3. Defective liability rights must be exercised no later than the day following the purchase; otherwise, the rights will expire.
4. In the case of a used item, the rights from liability for defects shall lapse if they have not been exercised within 24 months from the date of receipt of the used item by the customer.
5. The period from the exercise of the right of liability for defects until the time when the customer was obliged to take over the item after the repair is completed does not count towards the warranty period. The seller is obliged to issue a confirmation to the customer about when he exercised the right, as well as about the repair and its duration.
6. If the goods are exchanged, the warranty period begins to run again from the receipt of the new goods. The same applies if the part for which the warranty has been provided is replaced.

ARTICLE VIII.

Remediable defects

1. In the case of a rectifiable defect, the consumer shall have the right to have it rectified free of charge, in good time and in good time. The seller is obliged to eliminate the defect without undue delay.
2. The consumer may, instead of remedying the defect, request a replacement of the item or, if the defect concerns only a part of the item, a replacement of the part, if the seller does not incur disproportionate costs due to the price of the goods or the severity of the defect.
3. The seller may always replace the defective item with a perfect one instead of remedying it, provided that this does not cause the consumer any serious inconvenience.
4. If the consumer complains about the product due to a defect within 6 months of purchase, it is valid that the defect already existed at the time of sale.

ARTICLE IX.

Irremediable defects

1. In the case of a defect which cannot be remedied, and which prevents the thing from being properly used as a thing without defects, the consumer shall have the right to exchange the thing or the right to withdraw from the contract.
2. The same rights belong to the consumer in the case of remediable defects, but if the buyer is unable to use the item properly due to the recurrence of the defect after repair or due to a large number of defects.
3. In the case of other irreparable defects, the consumer is entitled to a reasonable discount on the price of the item or. provision of additional service.

ARTICLE X.

Item sold at a discount

1. If an item or service sold at a lower price or a used item or service has a defect for which the seller is responsible, the customer is entitled to a reasonable discount or the provision of an adequate service instead of the right to exchange the item.
2. The warranty period also applies to products sold on sale or at a discount. However, if a discount is granted due to a certain defect in the goods, then this defect cannot be claimed.



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ARTICLE XI.

Application of right

1. Defect liability rights shall apply to the seller from whom the item was purchased or from which the service was provided.
2. However, if another repairer is listed in the guaranteed certificate who is at the seller's place or at a place closer to the customer, the customer shall exercise the right to repair at the dealer's designated repairer.
3. The entrepreneur designated for repair is obliged to carry out the repair within the period agreed upon when selling the item between the seller and the customer.

ARTICLE XII.

Obligations of the seller, the customer and the procedure for making complaint

1. The seller is obliged to duly inform the buyer about the conditions and method of the complaint, including information on where the complaint can be made and about the performance of warranty repairs.
2. The complaint procedure must be accessible to the consumer in a visible place.
3. The seller is obliged to accept a complaint in any establishment where it is possible to accept a complaint with regard to the products or services provided, or at a designated place, this does not apply if another person is designated to perform the repair.
4. An employee must be present at the establishment to handle complaints during the operating hours.
5. The seller is obliged to issue a confirmation to the consumer when making a complaint.
6. The consumer is obliged to report the defect of the goods or defective service to the seller without undue delay after finding the defective or defective service by presenting the defective goods in the store or by proving the defective service.
7. The consumer who claims defects shall fill in a complaint protocol in which he accurately describes the defect and the manner in which the defect manifests itself, or in what way the service was defective, and delivers the defective goods to the seller.
8. In the complaint protocol, the consumer making the complaint shall state the contact address (address, telephone number, or e - mail) to which the seller will be notified of the method of handling the complaint.
9. The seller is not responsible for the failure to deliver the sent notification to the specified contact address.
10. Complaints will be able to be settled if the defect occurred during the warranty period. To this end, the consumer submits a tax document with the date of purchase of the product proving the purchase of the claimed goods from the seller, or duly and legibly filled out "Warranty Certificate" with the date of sale, stamp of the store and the seller's signature, if issued by the seller, parts in case of exchange, discounts on the purchase price or the provision of adequate additional service.
11. An incomplete or unauthorized altered warranty card or receipt is invalid.
12. Evidence of any previous warranty repairs must also be provided.
13. If any of the above conditions is not properly met by the customer, the complaint will not be settled.
14. All legally claimed complaints will be settled free of charge.
15. The seller or an employee authorized by him or another obligated person designated for repair is obliged to handle the complaint immediately, in complex cases within three working days. The time required for a professional assessment of the defect is not included in this period. However, the settlement of the complaint may not take longer than 30 days. After this period, the consumer has the same rights as if it were a defect that cannot be remedied. The seller is obliged, if he does not acknowledge the complaint within three working days, to send the product at his own expense for professional assessment. At the request of the supervisory authority, the seller is obliged to prove the sending or the results of the expert assessment.
16. The seller is obliged to keep records of complaints and submit them at the request of the supervisory authority for inspection.
17. The record of the complaint must contain data on the date of the complaint, the date and the method of handling the complaint.



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ARTICLE XIII.

Alternative dispute resolution

1. The consumer has the opportunity in accordance with the provisions of Act no. 391/2015 Coll. on Alternative Settlement of Consumer Disputes and on Amendments to Certain Acts, to resolve a possible dispute between the provider and the consumer in the intentions of the cited Act.
2. The bodies for alternative dispute resolution by law are the Office for the Regulation of Network Industries, the Office for the Regulation of Electronic Communications and Postal Services and the Slovak Trade Inspection Authority. In addition, the Slovak Trade Inspection Authority is in the position of the so-called residual entity, which means that it will also be entitled to settle disputes for which the competence of other bodies is not specified, apart from disputes arising from contracts for the provision of financial services.

ARTICLE XIV.

Final provisions

1. This Return policy of the company becomes valid on the day of signing by the manager and effective from 01.08.2020 and expires on the day of entry into force of the new complaint procedure or the dissolution of the company.
2. The seller reserves the right to change these complaint rules without prior notice.

In Regetovka, dňa: 01.08.2020