

RETURNS POLICY

Buyers - legal persons, natural persons - entrepreneurs and for business - law relations under the provisions of § 411a et seq. Commercial Code of the Slovak Republic

I. General

1a. This complaint procedure applies to cases where goods have been purchased by the buyer from EMAC Ltd. (hereinafter referred to appropriately as "Seller") pursuant to the Act of the Slovak Republic. 513/1991 Coll, as amended (the "Commercial Code"), ie in the case of commercial legal relations.

1b. Seller does not follow the law of the Slovak Republic. 250/2007 Coll, as amended (the "Law on Consumer Protection") or pursuant to Act no. 108/2000 Coll where the purchaser buys goods / services not used as a consumer (as defined by the consumer under the laws of the Slovak Republic).

1c. Tento complaint rules can be continuously updated or altered by the seller, especially in the context of climate legislation. Complaints procedure should be in a prominent place accessible to the consumer and the current complaint procedure is published in the seat of the seller.

1d. The seller is obliged to deliver the goods to the buyer, to hand over the documents, which refer to goods and allow the purchaser to acquire title to the goods.

2 The seller must deliver the goods in quantity, quality and description required by the contract and must be wrapped or arrange for transport appropriately and deliver to the purchaser the documents that are required to download and use goods.

3 The buyer acquires title to the goods as soon as the goods are paid for.

4 Fundamental breach of contract by the seller in accordance with the provisions of the Commercial Code implies that the seller at the time of conclusion of the contract or knew at that time with regard to the contract, which resulted from its content or the circumstances under which the contract was concluded, it was reasonable to anticipate that the other party will not be interested in meeting the seller in breach of this contract. Unless these criteria are met fundamental breach, it is a minor violation. In case of doubt on the basis of the Commercial Code implies that a breach of contract is irrelevant.

II. Risk of damage to the goods

1 Risk of damage to the goods passes to the buyer in accordance with the provisions of the Commercial Code, as amended.

III. Product Defects

1 If the seller breaches the obligations set out in § 420 of the Commercial Code of the Slovak Republic, the goods are defective.

2 If the ticket, proof of delivery of goods or the delivery of the seller that the goods are supplied in smaller quantities or part of the goods covered by the missing goods provisions of the defects of the goods.

3 Seller is not liable for defects in the goods to the buyer at the time the knowing or having regard to the circumstances under which the contract is concluded, must have known, unless the defects on the properties of the goods to be given under the contract.

4 The seller is responsible for the defect that the goods at the time when the risk of damage to the goods to the buyer, even if the defect becomes apparent only after that time.

IV. Guarantee of quality

1 Guarantee for the quality of the goods the seller assumes the commitment in writing that the goods will be for some time capable of use for the agreed otherwise the usual purpose or that retains agreed otherwise normal properties.

2 Assumption of liabilities for guarantees under the Treaty or from warranty. Length of the warranty period or shelf life or life of the goods may be indicated on the packaging / separate statement / directions. If a specific contract or warranty provided different vendor warranty applies this time.

3 The warranty period starts from the date of delivery, unless the contract or a warranty indicates otherwise. If the seller required to send the goods, the guarantee period from the date of receipt of a product to the destination.

4 The warranty period shall be suspended for the period during which the buyer cannot take goods to its defects, for which the seller is liable.

5 The seller's responsibility for defects covered by warranty for quality, not apply if the defect was caused after the risk of damage to goods not caused by external events, and the seller or a person with whom the seller fulfills his obligation.

6 If the seller's warranty is provided for the period of warranty, general warranty in the business and legal relations between the seller and buyer is 1 /one/ year. For goods with short useful life or the useful life of the product is limited to certain acts (eg installation), a warranty that the goods limited shelf life / act.

V. Obligations of the buyer

1 The buyer is obliged to inspect the goods as soon as possible after the risk of damage to goods, taking into account the nature of the goods.

2 If the goods are consigned to the seller may defer the examination until such time as the goods are shipped to a destination.

3 If the goods are not viewing the purchaser or nezariadil to be taken at the time of transfer of the risk of damage to goods, may apply claims of defects observable in this survey, only when prove that the goods had defects at the time of transfer of the risk of damage to goods.

4 The seller is entitled to refuse the demands of the buyer in the event that the buyer failed to examine the goods, but relied on the visit by a third party.

VI. Accountability relations and defect claims (liability for defective goods)

1 The buyer is obliged to report to the seller of the defects of the goods without undue delay after:

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Registration No.: 45 342 407, VAT Registration No.: SK2022956342

a) the buyer discovered,

b) the purchaser exercising due diligence should identify defects during the inspection, which is to take place.

2 If the buyer fails to fulfill this obligation within the time allowed to the purchaser of defective goods can not be granted in the trial.

3 For buyers - consumers are adequately act in accordance with the Law on Consumer Protection. Legislation in force exclusively for consumers consider:

- A natural person who, in concluding and performing the contract does not act within the scope of their business or profession (§ 52 of the Civil. Code)

- A person who buys goods or services used for personal use or for the needs of their household (Act no. 250/2007 Coll)

- A natural person or in kind goods and performance of services provided and buys the power to serve her employment, profession or business (Law no. 108/2000 Coll), (hereinafter referred to these people "consumer").

Buyers who purchased goods from the seller and further sell it to third parties, deal with it installed or install it in other products for another person, respectively. Products used in any way for their business, in every respect, not for the consumer.

VII. Claims for defects in the goods of fundamental breach

1 If the goods are delivered with defects substantially breached the contract, the buyer may:

a) require the removal of defects by replacement goods for defective merchandise, delivery of missing goods,

b) require repair the defective goods where the defects are repairable,

c) require a reasonable discount on the purchase price or

d) withdrawal.

2 The choice between these claims of defective goods is the buyer only if it shall notify Seller in due time sent notification of defects or promptly after such notice. Of claiming the buyer may not be modified without the consent of the seller. Otherwise, the claims of defects in the goods than non-essential breach of contract.

3 If, however, shows that the defects are repairable or that their correction would involve unreasonable costs the buyer may require delivery of substitute goods if the seller requests without undue delay after the seller told him that fact.

4 If the seller does not remove the defects within a reasonable additional period or if notified before the expiry of the defects are not remedied, the consumer may cancel the contract or demand a reasonable reduction of the purchase price.

5 The seller will not accept complaints from persons not included in the invoice.

VIII. Claims for defects in non-essential breach of contract

1 If the goods are delivered with defects agreement violated insignificant way, the buyer may require.

a) delivery of missing goods and removing other non-conforming goods,

b) reduction of the purchase price.

2 If the buyer requires the elimination of non-conforming goods, not before the additional reasonable time to remedy the defects to exercise other rights of defective goods, in addition to a claim for damages.

3 If the seller does not remove the defects within this period, the buyer can claim a rebate of the purchase price or withdraw from the contract, to which the seller must give prior notice.

4 If the buyer does not apply for the discount on the purchase price does not withdraw from the contract or under the preceding paragraph, the seller is obliged to deliver the missing goods. Other defects must remove his choice repairing the goods or the supply of equivalent goods, the chosen way of rectifying the purchaser shall not cause undue expense.

5 When the supply of equivalent goods, the seller is entitled to require that the cost to the buyer return the goods exchanged in the condition as delivered to it.

6 Entitled to a discount on the purchase price equal to the difference between the value that should be conforming goods and the value that the goods should be supplied with disabilities, and to determine the values of the critical time in which to take place proper performance.

IX. Specific provisions on the effects of withdrawal

1 Buyer can not cancel the contract if the seller did not report the defect in time.

2 Effects of withdrawal arise or disappear if the buyer can return the goods in the condition in which it was given. This does not apply if:

a) the impossibility of returning the goods state that there is not due to an act or omission of the purchaser, or

b) a change in the status of the goods is due to proper inspections performed in order to detect defects in the goods.

c) prior to the appearance of defects the buyer goods or part thereof sold or goods wholly or partly consumed or altered, in its normal use.

3 In the case of paragraph. 2 item c) the buyer is obliged to return unsold or unused goods or modified products and provide the seller to pay up, which should benefit from such use.

X. Exclusions / Notes seller

Cases where it is not possible to apply the buyers claim the goods / liability for defective goods (exclusions):

Seller is not liable for:

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- Damage to goods improper or rough handling, contrary to the instructions for maintenance / installation / operation

- Breach of the seal, violent damage, normal wear and tear, use contrary to the instructions

- Damage to goods during a natural disaster

(Example: water, fire, static and atmospheric electricity or extreme conditions)

The original packaging is the quantity supplied to the documents; the actual quantity delivered material can vary within a tolerance of + - 2%. Claim the amount in this case is also excluded from the complaint procedure. For goods with short useful life or the useful life of the product is limited to certain acts (eg installation), a warranty that the goods limited shelf life / events (such as). For the assessment of defects is required presentation of the goods. Seller reserves the right to Failure to shipments sent by mail order.

XI. Terms and method of application of consumer complaints

- Place the application of consumer complaints - the buyer applies consumer complaint in person at the headquarters of the seller or by post, or any other legally permissible means. The application claims must be submitted to the goods. Complaint buyer shall give a detailed description of the defect. It is recommended to fill the seller claiming protocol, which can be found on the web www.emac.sk seller or seller's catalog.

- Supporting documents - the buyer submits a complaint with goods relevant invoice (just a copy of the invoice), which serves as warranty. As a standalone product warranty, this should be attached to the copy of the invoice (in this case, is not enough copy of the invoice).

- The establishment is present during the hours an employee designated to handle complaints.

- In the case of consumer complaints to the complaint procedure will be carried out within the time and manner in accordance with special regulations, especially SR Commercial Code and the Law on Consumer Protection. This procedure is described in § 18 of the Law on Consumer Protection also published Complaint Rules for buyers - individuals and other non-commercial entities acting in the commercial and legal relations.

- Goods supplied on the invoice is not paid, cannot complain.

- Complaint - Buyer is further governed by the instructions of the authorized official. Information on the status of the claim, available at telephone number +421 32 3810 232 - claims department.