

RETURN POLICY

DIRECTIVE VAS-f039
Revision: A/01.11.2022

COMPLAINT RULE OF VAS Systém, spol. s r.o.

1. Company / legal entity VAS Systém, spol. s r.o. with registered office/place of business M.R.Štefánika 2215, 02601 Dolný Kubín, ID number: 36416401, registered in the Commercial Register of the District Court in Žilina, section Sro, insert no. 14718/L (hereinafter referred to as VAS Systém") issues this Complaints Procedure in accordance with § 18 of Act no. 250/2007 Coll. on consumer protection and in the wording of Slovak National Council Act No. 372/1990 Coll. on offenses as amended (hereinafter referred to as "ZoOS"). The purpose of the Complaints Regulations is to inform the consumer about the scope, conditions and method of applying liability for defects in products and services (hereinafter referred to as "complaints"), including information on where the complaint can be made and the performance of warranty repairs.
2. The term "seller" used in these Complaints Rules refers to the company VAS Systém. The seller is a supplier within the meaning of the definition §2 letter e/ ZoOS.
3. The term "buyer" refers to a consumer who is a natural person or a legal entity who purchases products or procures services based on a sales contract or a work contract, regardless of their form, for personal or household use, and who has purchased or ordered with the seller, a certain product in the sense of the definition of §2 letter f/ ZoOS (hereinafter referred to as "product") or service as defined in §2 letter i/ ZoOS (hereinafter referred to as "service") The term "goods" for the purposes of this Complaint Protocol refers to a product and/or service.
4. Pursuant to para. §18 par. 1 of the Act, the seller is obliged to properly inform the buyer about the conditions and method of making a claim, including information on where the claim can be made and on the performance of warranty repairs. The complaint procedure must be in a visible place accessible to the consumer, in order to fulfill the diction of the cited legal provision, this Complaint procedure is:
 - a) published on the seller's website: www.vas.sk
 - b) visibly located at the seller's headquarters, where the goods are sold or provided to the buyer,
 - c) visibly located in the seller's premises, in which goods are sold or provided to the buyer
 - d) is available in printed form to the buyer at the sales counter or at the cash register at the seller's headquarters or at the seller's establishment, where the goods are

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sold or provided to the buyer.

5. By concluding a sales contract between the seller and the buyer or by concluding a work contract between the seller and the buyer, the buyer agrees to the terms and conditions stated in this Complaints Procedure. The reference to this Complaints Procedure is given on the document that confirms the payment of the purchase price or the price for the performance of the work, or on the document that confirms the warranty period of the goods or service (warranty certificate).
6. These Complaints Regulations regulate the buyer's rights as a consumer (§2 letter a/ ZoOS) so that his rights guaranteed by the mandatory provisions of legal regulations, in particular the provisions of the ZoOS and the Civil Code, are not affected. After the expiration of the warranty period regulated by the mandatory provisions of the legislation, the conditions set forth in this Complaints Procedure take precedence over the provisions of the legislation.
7. This Complaints Policy applies to the sale of goods and the provision of services by the seller for buyers who meet the definition of a consumer in accordance with applicable legislation.
8. This complaint procedure replaces the seller's statement in accordance with § 620 par. 5 of the Civil Code, by which the seller determines the terms and scope of the warranty, if the warranty period indicated in the warranty certificate is longer than the warranty period guaranteed by law.
9. The terms of the warranty specified by the seller in the warranty certificate also take precedence over the provisions of this Complaints Procedure.
10. The provisions of this complaints procedure shall be used for the processing of complaints to the extent not contradicting the special regulations mentioned in note no. 22b ZoSS.

11. Liability for defects:

11.1. The seller is responsible for defects in the sold or delivered goods upon acceptance by the buyer. The buyer is entitled to inspect the goods before taking them over. The seller is not responsible for defects in the goods that the buyer may have discovered during the inspection, especially if the buyer later complains about missing accessories of the goods or mechanical damage to the goods detectable during the inspection. The seller is not responsible for such defects even if the buyer did not use the opportunity to inspect the goods.

11.2. In the case of used items, the seller is not responsible for defects caused by

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their use or wear. In the case of items sold at a lower price, he is not responsible for a defect for which a lower price was negotiated.

- 11.3.** If the items are not used, the seller is responsible for defects that occur after receiving the item during the warranty period (warranty). The duration of the warranty period is governed by the provisions of legal regulations, especially the provisions of the Civil Code, unless the seller indicates a longer duration of the warranty period in the document confirming the acceptance of the item. An invoice or a delivery note can also fulfill the function of a warranty letter, as long as the seller indicates the duration of the warranty period on them.
- 11.4.** The warranty only applies to functional failures caused by a manufacturing defect. In particular, the warranty does not cover:
- a)** defects and damage to the goods caused by natural or mechanical damage to the goods and its components, including accidental damage;
 - b)** defects and damage to the goods caused by contamination of the goods or its parts due to neglect of maintenance;
 - c)** defects and damage to the goods caused by the use of the goods in conditions which, due to their temperature, dustiness, humidity, chemical and mechanical effects of the environment, do not correspond to the conditions in which the goods are normally used;
 - d)** defects and damage to goods caused as a result of a natural event;
 - e)** defects and damage to goods caused by violent damage to goods;
 - f)** defects and damage to the goods caused by non-compliance with the rules of use of the goods;
 - g)** goods for which the warranty period has expired on the day of acceptance for repair;
 - h)** defects and damage to goods caused by the use of components other than those recommended by the manufacturer or supplier, as well as repair or modification by persons other than persons authorized by the manufacturer or supplier;
 - i)** defects and damage to the goods, which the buyer knew about before taking over the goods;
 - j)** defects and damage to the goods that the buyer caused himself or that were caused by improper assembly of the goods.

12. Application of liability for defects (complaint):

- 12.1.** Rights from liability for defects are applied directly to the seller or in the establishment where the goods were purchased. However, according to the ZoOS, the buyer can make a complaint in any other establishment of the seller, in which the receipt of the complaint is possible with regard to the products sold or the services provided, or with a designated person who is obliged to handle the complaint. An employee authorized to deal with complaints must be present in the establishment and at the designated person during the operating hours.
- 12.2.** When making a claim, it is necessary to provide a warranty certificate and proof of payment of the purchase price of the goods.
- 12.3.** According to ZoOS, the seller is obliged to issue a confirmation to the buyer when making a claim. In order to fulfill this legal obligation, the person who asserts claims from defects (i.e. makes a complaint) together with an authorized employee of the seller or a designated person who handles complaints, fills out a complaint protocol in which the defect is accurately described and the way in which the defect manifests itself and hands over the defective item in packaging and with any accessories and documentation to the seller. In the complaint protocol, the person making the complaint shall state the contact address (e-mail, telephone number) to which the seller will be informed about the method of handling the complaint. The seller is not responsible for the failure to deliver the sent notification to the specified contact address. If the claim is made via remote communication, the seller is obliged to deliver the confirmation of the claim to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without unnecessary delay, but at the latest together with a document on the processing of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way. The seller is obliged to issue a written document about the handling of the claim no later than 30 days from the date of application of the claim.

13. Method of processing the claim:

- 13.1.** By equipping the claim, in accordance with sec. §2 letter m/ ZoOS understands: termination of the complaint procedure by handing over the repaired product, exchanging the product, returning the purchase price of the product, paying an appropriate discount on the price of the product, a written request to take

over the performance or its justified refusal.

- 13.2.** If the buyer files a complaint, the seller or an employee authorized by him or a designated person is obliged to inform the buyer of his rights according to general regulations (§622 and 623 of the Civil Code); on the basis of the buyer's decision, which of these rights the buyer applies, he is obliged to determine the method of processing the claim immediately, in complex cases no later than 3 working days from the date of application of the claim, in justified cases, especially if a complex technical evaluation of the condition of the product or service is required, no later than within 30 days from the date of application of the complaint. After determining the method of processing the claim, the claim is processed immediately, in justified cases, the claim can be processed later; it must not last longer than 30 days from the date of application of the complaint. After the expiration of the deadline for processing the complaint, the buyer has the right to withdraw from the contract or has the right to exchange the product for a new product.
- 13.3.** If it is a defect that can be removed, the buyer has the right to have such a defect removed free of charge, in a timely manner and properly.
- 13.4.** The seller can always replace the defective item with a flawless one instead of removing the defect.
- 13.5.** If, after receiving a complaint, it is found that the item has a defect that cannot be removed and that prevents the item from being properly used as a defect-free item, the buyer has the right to exchange the item or withdraw from the contract.
- 13.6.** The same rights as stated in point 13.5 belong to the buyer, if it is a defect that can be removed, but the buyer cannot properly use the item due to the reappearance of the same defect even after the third repair.
- 13.7.** The same rights as mentioned in point 13.5 belong to the buyer in the event that the item has at least three different removable defects at the same time, each of which prevents proper use.
- 13.8.** If the buyer made a complaint about the product within the first 12 months from the purchase, the seller can handle the complaint by rejecting it only on the basis of a professional assessment; regardless of the result of the expert assessment, the buyer cannot be required to pay the costs of the expert assessment or other costs related to the expert assessment. If the buyer made

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a complaint about the product after 12 months from the purchase and the seller rejected it, the person who processed the complaint is obliged to indicate in the complaint processing document to whom the buyer can send the product for expert assessment. If the product is sent for expert assessment to a designated person, the costs of the expert assessment, as well as all other related costs, are borne by the seller, regardless of the result of the expert assessment. If the buyer proves the seller's responsibility for the defect through a professional assessment, he can apply the claim again; the warranty period does not expire during the performance of the expert assessment. The seller is obliged to reimburse the buyer within 14 days from the date of re-application of the claim all costs incurred for the expert assessment, as well as all related costs incurred purposefully. A renewed claim cannot be rejected.

- 13.9.** The handling of the complaint does not affect the buyer's right to compensation for damage according to Act no. 294/1999 Coll. on liability for damage caused by a defective product, as amended.

This complaint procedure becomes valid and effective on 01.11.2022 and cancels all previous provisions and practices related to the processing of complaints and the warranty for goods.

By not fulfilling the above complaint conditions, the buyer endangers the quality and time course of the complaint procedure.

In Dolný Kubín, on November 1, 2022.

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