

# COMPLAINTS HANDLING PROCEDURE

In case of Customer-Consumer the complaint shall be governed by Act No. 89/2012 Coll., Civil Code, and by Act No. 634/1992 Coll., on Consumer Protection, having regard on the clarification in this Complaints Handling Procedure. The document can be downloaded in the PDF format using the link above.

In case of Customer-Entrepreneur the Seller's responsibility for defects of the goods shall be governed by Act No. 89/2012 Coll., Civil Code.

The goods under complaint originally delivered by Geis Parcel CZ s.r.o. shall be sent to the following address: Dermacol, a. s. Dusíkova 795/7, 638 00 Brno.

## CUSTOMER'S OBLIGATIONS

If the goods show visible signs of damage when delivered, the Customer is entitled not to accept such goods. The Customer should inspect the delivered goods following the acceptance of the shipment and inform the Seller about any defects without undue delay by phone or by e-mail to [eshop@dermacol.cz](mailto:eshop@dermacol.cz).

The Customer should deliver the goods under complaint to the supplier by post (as a commercial parcel) or in person to the addresses specified above so that the complaint could be properly handled. The goods under complaint sent freight collect will not be accepted. The Customer is obliged to provide a short description of the defect in its complaint. The Customer is obliged to notify the Seller of the defect without undue delay after it was able to discover the defect when exercising due diligence.

## SELLER'S OBLIGATIONS

The complaint shall be handled without undue delay within 30 days following its receipt unless the Seller and the Customer agree otherwise.

## CUSTOMER'S RIGHTS TO CURE DEFECTIVE PERFORMANCE

The Seller guarantees to the Customer that the product is free of defects upon acceptance.

Any defect of the goods upon delivery or afterwards confers the Customer's right to cure defective performance. If the defect becomes apparent within the period of six months following the acceptance of the goods, the goods shall be deemed defective upon acceptance.

In case of defects that become apparent within the warranty period following the acceptance of the goods by the Customer, the Customer is entitled to submit a complaint regarding the goods.

The warranty period begins on the day of acceptance of the goods by the Customer. The goods are covered by a warranty period relevant to the nature of the goods. The warranty period is specified on the packaging of the product. If the warranty period is not specified on the packaging of the product, it shall be 24 months. The Seller is responsible for all defects of a product that become apparent upon acceptance of the product by the Customer or during the warranty period. It shall not cover defects caused by rough or improper handling or by normal wear and tear.

Should the defective performance constitute a substantial breach of the contract, the Customer is entitled to:

- a. defect removal by delivering a new product free of defects or by delivering a missing item,
- b. defect removal by repairing the product,
- c. appropriate reduction of the purchase price or
- d. withdraw from the contract.

The Customer is obliged to specify which right it wishes to exercise upon the notification of the defect to the Seller or without undue delay after that. The Customer cannot change its choice without the Seller's consent unless the defect proves to be beyond repair. Should the Seller fail to remove the defect within a reasonable time or should it inform the Customer that it will not remove the defect, the Customer can claim an appropriate price reduction instead or withdraw from the contract.

Should the Customer fail to choose a specific right to cure defective performance, it shall have rights it would otherwise have in case of an unsubstantial breach of the contract.

Should the defective performance constitute an unsubstantial breach of the contract, the Customer's rights shall include:

In case of irremovable but recurring defects or a larger number of defects the Customer is entitled to request the delivery of a new product, replacement of a component or removal of the defect or to withdraw from the contract. In case of removable defects the Customer is entitled to request the delivery of a new product, replacement of a component or removal of the defect unless such request is considered disproportionate. If the request to deliver a new product is disproportionate, especially in case of a defect that can be removed without undue delay, the Customer is entitled to have the defect removed. However, the Customer can choose an appropriate reduction of the purchase price instead at all cases stated above.

The Customer is not entitled to withdraw from the contract or to request the delivery of a new product if it is not able to return the product in the same condition as upon its acceptance. However, the above shall not apply if:

- a. the condition changed due to the inspection for defect detection,
- b. the Customer used the product before detecting the defect,
- c. the impossibility to return the product in an unchanged condition was not caused by the Customer's act or omission or

- d. the Customer sold the product before detecting the defect, if the Customer used up the product or if the Customer altered the product in the course of normal use; if the latter happened only partially, the Customer shall return to the Seller what it is able to return and reimburses the Seller for the part of the product the Customer benefited from.

When a new product is delivered, the Customer shall return the original product to the Seller at its own expense.

The warranty becomes void in the following cases, without limitation:

1. If the warranty period of the goods under complaint expired before the day of submitting the complaint – the warranty became void.
2. The defect was caused by improper use of the goods.
3. The defect was caused by not following the manufacturer's instructions.
4. The defect was caused by improper installation, treatment, operation and handling or by malpractice.
5. The defect was caused by unauthorized tampering with the goods or by other alterations done without the manufacturer's consent.
6. The goods were damaged by natural forces.

If the complaint is justified, the Customer is entitled to recover the shipment costs paid to deliver the goods under complaint to the Seller in the amount corresponding to necessary postage. The Contracting Parties have agreed that the Seller shall reimburse the Customer for shipment costs paid to deliver the goods under complaint to the Seller only based on a tax document specifying the amount actually paid.

If the complaint is not justified, the Customer is not entitled to recover the costs incurred in connection with the complaint and at the same time the Seller is not entitled to recover the costs incurred when handling the complaint.

*The Complaints Handling Procedure shall become valid and effective on 1.11.2016.*