

Complaints Procedure for Consumers

Translation note: This English version is an informative translation of the Czech document. In the event of any discrepancy, the Czech version shall prevail.

Seller

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1. Introductory provisions

1.1 This Complaints Procedure applies only if the Buyer is a Consumer.

1.2 A Consumer is a natural person who, when concluding a contract or dealing with the Seller, does not act within the scope of their business activity or the independent exercise of their profession.

1.3 This Complaints Procedure governs the Consumer's rights from defective performance. It does not apply to Buyers who are not Consumers; a separate Complaints Procedure applies to them.

1.4 The fact that goods were manufactured according to the Consumer's requirements or adapted to the Consumer's personal needs does not exclude the Consumer's right to complain about defects in such goods.

2. Seller's liability for defects

2.1 The Seller is liable to the Consumer that the goods have no defects upon acceptance and have the properties agreed in the contract.

2.2 In addition to the agreed properties, the Seller is liable in particular that the goods correspond to the purpose, quantity, quality, functionality, safety, durability, compatibility, accessories, instructions and other properties that the Consumer may reasonably expect for goods of that kind, taking into account the nature of the goods, the price, the agreed properties, the instructions and, where applicable, the declared lifetime or average luminous lifetime.

2.3 The Consumer may notify a defect that appears in the goods within two years from acceptance.

2.4 If a defect appears within one year from acceptance, it is presumed that the goods were defective already upon acceptance, unless the nature of the item or defect excludes this.

2.5 If the Consumer rightfully notifies the Seller of a defect, the time limit for notifying a defect does not run for the period during which the Consumer cannot use the goods.

2.6 The Consumer is not entitled to rights from defective performance if the Consumer caused the defect. Ordinary wear and tear caused by normal use of the goods, or wear and tear corresponding to the extent of previous use in the case of used goods, is not a defect.

2.7 For light sources, LED elements, electronic components and similar parts of goods, ordinary wear and tear, gradual decrease in luminous intensity or changes corresponding to the nature of the goods, declared lifetime, average luminous lifetime, method of use and conditions specified in the instructions are not defects. This does not affect the Consumer's statutory rights if the goods do not conform to the contract or statutory requirements.

3. Warranty for quality

3.1 The Consumer's statutory rights from defective performance are not the same as a voluntary warranty for quality.

3.2 The Seller provides a warranty for quality only if it is expressly stated in an offer, order confirmation, warranty certificate, tax document, on the packaging of the goods, in advertising or in another statement of the Seller.

3.3 If a warranty for quality is not expressly provided, the Consumer still has statutory rights from defective performance under the Civil Code.

4. How to submit a complaint

4.1 A complaint may be submitted to the Seller:

- by e-mail to infoatelier@ateliermaur.cz,
- in writing to the Seller's registered office address,
- in person at the Seller's registered office; prior arrangement is recommended for operational reasons,
- in another unambiguous manner from which it is clear who is submitting the complaint, which goods it concerns and what defect is being complained of.

4.2 To speed up handling of the complaint, we recommend stating:

- the Consumer's name and surname,
- contact details,
- order number, invoice number or another detail enabling identification of the purchase,
- identification of the goods complained about,
- description of the defect and when it appeared,
- the requested method of handling the complaint.

4.3 Failure to submit the original warranty certificate, original packaging or all accessories does not in itself prevent the complaint from being submitted if the purchase of the goods from the Seller and the defect can be properly assessed.

4.4 The Consumer is obliged to provide the Seller with the necessary cooperation for assessing the complaint, in particular to enable inspection of the goods complained about, provide the necessary information and deliver components necessary to verify the defect, if this is necessary given the nature of the defect.

4.5 When sending the goods complained about, we recommend packing the goods suitably so that no further damage occurs during transport. The original packaging is not a condition for submitting a complaint.

5. Complaint confirmation and handling period

5.1 Upon submission of a complaint, the Seller shall issue the Consumer a written confirmation stating the date of submission of the complaint, its content, the method of handling requested by the Consumer and the Consumer's contact details for the purpose of providing information about the handling of the complaint.

5.2 The complaint, including removal of the defect, must be handled and the Consumer must be informed thereof no later than 30 days from the date of submission of the complaint, unless the Seller and the Consumer agree on a longer period.

5.3 If the period under the previous paragraph expires without result, the Consumer may withdraw from the contract or request a reasonable discount.

5.4 After the complaint has been handled, the Seller shall issue the Consumer a confirmation of the date and method of handling the complaint, including confirmation of the repair performed and its duration, or a written explanation of the rejection of the complaint.

6. Consumer's rights in the case of a defect

6.1 If the goods have a defect, the Consumer may request its removal. At the Consumer's choice, the Consumer may request:

- delivery of new goods without a defect, or
- repair of the goods,

unless the chosen method of removing the defect is impossible or disproportionately costly compared with the other method.

6.2 The Seller may refuse to remove the defect if this is impossible or disproportionately costly, especially with regard to the significance of the defect and the value the goods would have without the defect.

6.3 The Consumer may request a reasonable discount or withdraw from the contract if:

- the Seller refused to remove the defect or did not remove it properly,
- the defect appears repeatedly,
- the defect constitutes a material breach of contract,
- it is apparent from the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the Consumer,
- the complaint was not handled within the statutory period.

6.4 The Consumer cannot withdraw from the contract if the defect is insignificant. It is presumed that the defect is not insignificant.

7. Complaint costs

7.1 For the purpose of removing a defect, the Seller shall take over the item at its own expense to the extent provided by law.

7.2 In the case of a justified complaint, the Consumer has the right to reimbursement of reasonably incurred costs associated with submitting the complaint. It is advisable to request reimbursement without undue delay.

7.3 If the complaint is unjustified, the Seller may inform the Consumer of the reason for its rejection. Any further costs may be claimed from the Consumer only to the extent permitted by legal regulations.

8. Transport damage

8.1 Damage incurred during transport is not the same as a defect in the goods, although in practice it may appear similar.

8.2 If the shipment is apparently damaged upon acceptance, we recommend documenting the damage, taking photographs and having it recorded by the carrier. This procedure serves mainly to assert a claim against the carrier.

8.3 This does not limit the Consumer's statutory rights from defective performance or the Consumer's right to withdraw from the contract, if such right exists under the law.

9. Alternative dispute resolution for Consumer disputes

9.1 The Consumer has the right to alternative dispute resolution of a Consumer dispute arising from the contract.

9.2 The competent entity for alternative dispute resolution of Consumer disputes is usually the Czech Trade Inspection Authority, website address: www.coi.gov.cz.

10. Final provisions

10.1 This Complaints Procedure replaces the previous Complaints Procedure for natural persons not conducting business.

10.2 The Consumer's rights under legal regulations are not limited by this Complaints Procedure.

10.3 This document is effective from the date of its publication on the Seller's website. For a specific contract, the version effective on the date of its conclusion shall be decisive, unless expressly agreed otherwise between the parties.