

## RETURN POLICY

Internet store [pristools.com](http://pristools.com)

### I. General provisions

1.1. This complaint procedure is issued in accordance with Act no. 40/1964 Coll. The Civil Code as amended (hereinafter referred to as the "Civil Code"), by Act No. 250/2007 Coll. on consumer protection as amended (hereinafter referred to as the "Consumer Protection Act"), Act No. 102/2014 Coll. on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded outside the Seller's premises, as amended and Act no. 22/2004 Coll. on electronic commerce as amended. And regulates the legal relationship between the Seller, which is:

1.2. The seller is the company

Business name: Carpathian West, s.r.o

Place of business: 90042 Miloslavov, Slničnicová 887/40, Slovak Republic

File insert: District Court Bratislava 1, section SRO, insert number 155678/B

ID: 54130085

VAT number: 2121572057

Bank account: SK30 0900 0000 0051 8395 3682

The seller is not a VAT payer

(hereinafter also " **Seller** ") and every person who is a Buyer of goods or services offered by the Seller in the Seller's Online Store, and who acts as a consumer in the sense of other provisions of these General Terms and Conditions and the relevant laws defining the consumer, in the sense of the current Slovak legislation of the Republic, especially laws, Act no. 102/2014 Coll. on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded outside the Seller's premises and Act no. 250/2007 Coll . on consumer protection as amended.

1.3. Email contact and telephone contact for the Seller is:

Email: [sales@pristools.com](mailto:sales@pristools.com)

Tel. no.: +421945461917

. Address for sending documents, complaints, withdrawals from contracts, etc. is a:  
Carpathian West, s.r.o., Slničnicová 887/40, Miloslavov 90042, Slovak Republic

1.5. These Complaints Regulations regulate the rights and obligations of the Buyer, who is a consumer when exercising rights due to defects in the item (goods) or services in terms of the distance purchase contract concluded with the Seller through the Seller's electronic store **pristools.com**

1.6. The buyer is any person (natural person or legal entity) who submitted an order via an electronic order form using the Seller's website, or by other means of remote communication.

1.7. The consumer is the Buyer, who is a natural person, and who, when concluding a purchase contract through the Seller's Internet store, does not act within the scope of his business activity.

1.8. These complaint regulations regulate the legal relations between Buyers who are consumers and the Seller.

1.9. Legal relations arising from the exercise of rights from liability for defects between the Seller and the Buyer, who is a legal entity or a natural person, an entrepreneur who acts as part of his business activity /persons who are not in the position of a consumer/ are governed by Act no. 513/1991 Coll. Commercial Code as amended.

2. Products (hereinafter also "Things") are goods or services that are intended for sale and at the same time are published in the Seller's online store.

## **II. Links**

2.1. Relations of the Seller's liability for defects in goods or services (as well as other legal relationships that may result from the contractual relationship) with natural persons who, when concluding a purchase contract, do not act within the scope of their business activity (consumers) apply except of the general provisions of Act No. 40/1964 Coll. Civil Code as amended, as well as special regulations, especially Act No. 102/2014 Coll. on consumer protection when selling goods or providing services based on a contract concluded at a distance or a contract concluded outside the Seller's premises and Act no. 250/2007 Coll . on consumer protection.

2.2. Legal relations resulting from the exercise of rights from liability for defects between the Seller and the Buyer, who is a legal entity or a natural person, an entrepreneur who acts as part of his business activity /persons who are not in the position of a consumer/ are governed by Act no. 513/1991 Coll. Commercial Code as amended.

2.3. Pursuant to §3, par. 1, letter n), Act no. 102/2014 Z. The seller informs the consumer that there are no special relevant codes of conduct to which the seller has undertaken to comply, whereby the code of conduct is understood as an agreement or a set of rules that define the behavior of the seller, who has undertaken to comply with this code of conduct in relation to one or more special business practices, or business sectors, if these are not established by law, or other legal regulation or measure of a public administration body), which the seller has undertaken to comply with, and in the manner in which the consumer can become familiar with them, or obtain their wording.

### **III. Seller's responsibility for product defects (goods and services)**

3.1. The seller is obliged to deliver the item (goods) or service in accordance with the concluded purchase contract , i.e. in the required quality, quantity and without defects (factual, legal).

3.2. The Seller is responsible for defects in the sold item or service upon acceptance by the Buyer. If it is not a used item, the Seller is responsible for defects that occur after receiving the item during the warranty period (warranty). We recommend the Buyer to report defects in goods or services to the Seller without undue delay. In the case of used items, the Seller is not responsible for defects caused by 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.

3.3. The buyer is entitled to inspect the sold item or service before taking over.

### **IV. Warranty**

4.1. The warranty period is 24 months. The warranty period for used items is 12 months. Warranty periods start from the time the Buyer receives the item or service.

4.2. If they are not perishable items or used items, the Seller is responsible for defects that occur after receiving the item during the warranty period (warranty). The warranty period is 24 months. If the period for use is marked on the sold item, its packaging or the instructions attached to it, the warranty period does not end before the expiry of this period.

4.3. If it is a used thing, the Buyer and the Seller can also agree on a shorter warranty period, but not shorter than 12 months.

4.4. For things that are intended to be used for a longer period of time, special regulations establish a warranty period longer than 24 months. A warranty period exceeding 24 months may apply to only some part of the item.

4.5. At the Buyer'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 proof of purchase instead of a warranty certificate.

4.6. By declaring in the warranty letter issued to the Buyer or in the advertisement, the Seller may provide a warranty exceeding the scope of the warranty established in this law. In the warranty letter, the Seller will determine the terms and scope of this warranty.

4.7. The warranty periods begin to run from the time the item is taken over by the Buyer. If the purchased item is to be put into operation by an entrepreneur other than the Seller, the warranty period will begin to run from the day the item is put into operation, as long as the Buyer ordered the putting into operation no later than three weeks after taking over the item and properly and timely provided the cooperation necessary for the performance of the service.

4.8 . If the Buyer is not a consumer, the procedure is in accordance with the provisions of the Commercial Code and the warranty period is 1 year. The warranty period begins to run in accordance with the provisions of Art. IV, point 4.1 of these Complaints Regulations.

4.9. If there is an exchange for a new item, the warranty period starts again from the receipt of the new item.

4.10. If a part of a new thing is exchanged, where the nature of the thing allows it. The warranty period for the mentioned part will start again after taking over the new item.

4.11. Rights from liability for item defects for which the warranty period applies shall expire if they were not exercised within the warranty period.

4.12. The warranty period is extended by the period during which the goods were under complaint. Rights from liability for product defects for which the warranty period applies shall expire if they have not been exercised within the warranty period.

4.13. In the event that the Buyer is a consumer, within the statutory warranty period, claims are governed by Act No. 40/1964 Coll., Civil Code and Act No. 250/2007 Coll ., on consumer protection, both laws in their valid and effective version, taking into account the clarifications in this Complaints Regulation.

4.14. If the item is exchanged, the warranty period starts again from the time the new item is received. The same applies if there is a replacement of a part for which a guarantee has been provided.

#### **V. Procedure for exercising rights from liability for defects (Complaint)**

5.1. The buyer is entitled to exercise rights from liability for defects in items, goods, or services at the address: Carpathian West, s.r.o., Slničnicová 887/40, Miloslavov 90042, Slovak Republic  
The buyer can always use the right to make a complaint in person at any of the company's premises, where receiving a complaint is possible due to the nature of the matter, or at the company's headquarters, or through third parties, e.g. transport companies, courier companies, Slovak Post and others . . We recommend the Buyer to use the **Complaint Form to make a complaint** .

When making a claim, the Seller recommends that the Buyer submit an invoice, warranty card or other document proving the purchase of the claimed goods from the Seller. The buyer is recommended to describe the defect and indicate how the defect manifests itself when using the claimed item or service.

5.1.1. In the event that the Buyer advertises the goods or services other than in person, the Seller recommends the Buyer to send the goods together with a detailed description of the defect in the goods, and a document proving the purchase of the goods in our store (for example, proof of payment, invoice, warranty card), in order to speed up the claims process.

5.1.2. In the event of a complaint, we recommend sending the goods by registered mail. The Seller recommends not sending the goods by cash on delivery, which will not be accepted by the Seller.

5.1.3 . The seller is obliged to issue a confirmation to the consumer when making a claim. If the claim is made via means of remote communication, the Seller is obliged to deliver the confirmation of the claim to the consumer 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 consumer has the opportunity to demonstrate the application of the claim in another way.

5.1.4. The seller is obliged to issue a written document about the processing of the complaint no later than 30 days from the date of application of the complaint, but no later than together with the document about the processing of the complaint, if the deadline for processing it began to run from the day the subject of the complaint was taken over by the seller.

5.2. Handling of the claim does not affect the consumer's right to compensation for damage according to a special regulation.

5.3. The seller is obliged to determine the method of settlement of the claim according to § 2 letter m) of Act no. 250/2007 Coll. in the valid wording ( *removal of the complaint means 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 invitation to take over performance or its justified rejection* ) immediately, in complex cases no later than 3 working days from the day the claim is made, in justified cases, especially if a complex technical evaluation of the condition of the product or service is required, no later than 30 days from the day the claim is made. After determining the method of processing the claim, the claim is processed immediately, in justified cases, the claim can be processed later; however, processing of the claim may not take longer than 30 days from the date of application of the claim. If the subject of the complaint is taken over by the seller on a later date than the day of application of the complaint, the time limits for handling the complaint according to this paragraph begin to run from the day the subject of the complaint is taken over by the seller; however, at the latest from the moment when the seller makes it impossible or prevents taking over the object of the complaint. After the expiry of the deadline for processing the complaint, the consumer has the right to withdraw from the contract or has the right to exchange the product (the subject of the complaint) for a new product.

5.4. If the consumer 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 consumer cannot be required to pay the costs of the expert assessment or other costs related to the expert assessment. The seller is

obliged to provide the consumer with a copy of the expert assessment justifying the rejection of the claim no later than 14 days from the day the claim was processed.

5.5. If the consumer made a complaint about the product after 12 months from the purchase and the Seller rejected it, the person who dealt with the complaint is obliged to indicate in the complaint handling document to whom the consumer 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 consumer 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 consumer within 14 days from the date of re-application of the complaint all costs incurred for the expert assessment, as well as all related costs incurred purposefully. A renewed claim cannot be rejected.

5.6. The consumer has the right to reimbursement of necessary costs (especially the postage paid when sending the claimed goods), incurred in connection with the exercise of legitimate rights from liability for defects in goods and services. In case of withdrawal from the contract due to a defect in the item or service, the consumer also has the right to reimbursement of the costs of this withdrawal.

5.7. Requirements for expert assessment in accordance with point 5.4 of this article:

The expert assessment must include:

- a)** identification of the person who performs the professional assessment,
- b)** exact identification of the assessed product,
- c)** description of the condition of the product,
- d)** the result of the assessment,
- e)** date of preparation of the expert assessment.

5.8. If the nature of the product allows it, the consumer will hand over the product to the Seller (designated person) when making a claim. If the nature of the product does not allow the product to be delivered to the seller (designated person), the consumer may request the removal of the defect at the place where the product is located or agree with the Seller (designated person) on the method of transporting the product when making a complaint.

5.9. The time from the exercise of the right from liability for defects to the time when the Buyer was obliged to take over the item after the repair is completed is not included in the warranty

period. The Seller is obliged to give the Buyer a confirmation of when he exercised the right, as well as of the repair and its duration.

## **VI. Buyer's rights when exercising rights from liability for defects**

6.1. If it is a defect that can be removed, the Buyer has the right to have it removed free of charge, on time and properly. The seller is obliged to remove the defect without undue delay.

6.2. Instead of removing the defect, the Buyer may request the replacement of the item, or if the defect concerns only a part of the item, the replacement of the part, if this does not result in unreasonable costs for the Seller considering the price of the goods or the severity of the defect.

6.3. The Seller can always replace the defective item with a faultless one instead of removing the defect , if this does not cause serious difficulties for the Buyer.

6.4. If it is a defect that cannot be removed and which 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. The same rights belong to the Buyer if the defects can be removed, but if the Buyer cannot properly use the item due to the reappearance of the defect after repair or due to a larger number of defects.

6.5. If other irreparable defects are involved, the Buyer has the right to a reasonable discount from the price of the item.

## **VII. Final provisions**

7.1. This Complaints Procedure forms an integral part of the General Terms and Conditions and the Principles and instructions on the protection of personal data of this online store. Documents - General business conditions and Principles and instructions on the protection of personal data of this online store are published on the domain of the Seller's online store.

7.2. In the event of a change in the Complaints Procedure, the relationship between the Buyer and the Seller is governed by the Complaints Procedure valid and effective at the conclusion of the Purchase and Sale Agreement, until the moment of its termination.

7.3. This complaint procedure is valid and effective at the moment of its publication in the Seller's online store on **October 6, 2021** .