

# Customer Warranty Claim Rules

## ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company), Prešov

Effective from October 1<sup>st</sup>, 2020

### 1. INTRODUCTORY PROVISIONS

- 1.1 By the present customer warranty claim rules, ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company), Prešov (in the following as "ELCOM"), in compliance with § 18 par. 1 of Act no. 250/2007 Coll. on Consumer Protection and on changes and amendments to Act No. 372/1990 Coll. on Offences as amended, duly informs the consumer (in the following also "Customer" or "Buyer") on the conditions and methods applicable to applying defect liability rights (in the following also "Claims"), including information on where the Claim can be filed and on the performance of the warranty repairs.
- 1.2 The present Claim Rules are issued in compliance with Act no. 40/1964 Coll. Civil Code as amended (in the following as the "Civil Code"), Act no. 250/2007 Coll. on Consumer Protection and on changes and amendments to the Slovak Republic National Council Act No. 372/1990 Coll. on Offences as amended (in the following as the "Consumer Protection Act"), and other generally binding Slovak Republic legal regulations. The Claim Rules apply to natural persons and legal entities that are entrepreneurs within the meaning of § 2 par. 2 of the Commercial Code No. 513/1991 Coll.
- 1.3 The present Claim Rules are binding for both the Seller and the Buyer.
- 1.4 By the present Claim Rules, the Seller informs the Buyer about the scope, conditions, and method of filing a Claim, including information on where the complaint can be filed.
- 1.5 The present Claim Rules are in compliance with § 18 par. 1 of the Consumer Protection Act located at the Seller's (ELCOM) sales and service department in a visible place, accessible to the customer, and are also published on the company's website [www.elcom.eu](http://www.elcom.eu).

### 2. INTERPRETATION OF TERMS

- 2.1. The Seller means ELCOM, spoločnosť s ručením obmedzeným (Limited Liability Company), Prešov, with its registered office in Jesenná No. 2695/26, 080 01 Prešov, Business ID No: 00 695 599, entered in the Commercial Register of the Prešov District Court, Section Sro, file no. 29/P, (in the following as the "Seller").
- 2.2. Buyer means a natural person or legal entity who has purchased a product from the Seller and is entitled to exercise the defect liability rights (in the following as the "Buyer").
- 2.3. Product means any sales item included on the valid ELCOM pricelist.
- 2.4. Claim means exercising the right of liability for defects with regard to the sold Product.
- 2.5. Claim handling means the termination of the claim procedure by removing the sold Product's defect, exchanging the Product for a different one, returning the price charged for the sold Product, refunding a reasonable discount from the price charged for the sold Product, or justified rejection of the Claim.

### 3. BUYER'S BASIC OBLIGATIONS

- 3.1. The Buyer is obliged to carefully inspect the delivered Product upon receipt, check the completeness of individual items in the package and check for any visible damage to the Product caused during transport.

- 3.2. In the event of obvious Product defects or in case of damage to the package, the Buyer is obliged to reject the defective Product and immediately notify the Seller of the existing defects, otherwise the Buyer is not entitled to make a complaint with concern to the Product.
- 3.3. If the Buyer only discovers the Product's hidden defects during unpacking, installation or use, i.e., Setting it in operation or detects Product's missing parts, they shall immediately report this fact to the Seller.
- 3.4. The Buyer is obliged to study the warranty conditions in the instructions for use before using the Product for the first time and prior to its installation, and then proceed under the conditions specified thereunder.

#### 4. A SOLD PRODUCT'S DEFECTS LIABILITY

- 4.1. The Seller is responsible for ensuring that the Product offered to the Buyer meets the requirements for the offered Product's quality in accordance with the nature of the offered Product.
- 4.2. The Seller is responsible for defects that the Product has when taken over by the Buyer and for defects that occur during the warranty period after the Buyer took over the Product (§ 619 par. 2 of the Civil Code). The warranty period for the Seller's Products is 24 months (§ 620 par. 1 of the Civil Code). Rights from defect liability for defects for a Product that a warranty period applies will expire unless they were asserted during the warranty period (§ 626 par. 1 of the Civil Code).
- 4.3. The warranty period for batteries is six months.
- 4.4. The warranty period is 24 months in the case of Products sold at a lower price due to a defect. However, the Seller is not liable for the defect, if the Product was sold at a lower price.
- 4.5. The warranty period for used Products (e.g., demonstration model) is 12 months (§ 620 par. 2 of the Civil Code).
- 4.6. On the basis of a declaration stipulated in the warranty certificate given to the Buyer, the Seller may provide a warranty exceeding the length of the warranty stipulated in the Act. In the warranty certificate, the Seller shall specify the conditions and the warranty's extent. (§ 620 par. 5 of the Civil Code).
- 4.7. Warranty periods shall start running from the moment when the Product is taken over by the Buyer or by handing it over to the first carrier.
- 4.8. The period from the assertion of the right from damage liability until the moment the Buyer takes over the Product (item) after its repair shall not be included in the warranty period. If the Product was exchanged, the warranty period shall begin running again from the moment the new Product was taken over (§ 627 of the Civil Code).
- 4.9. If the Seller offers the Customer another Product as a gift free of charge in addition to the sold Product, it is up to the Customer whether to accept the offered gift. The gift is not a sold Product; therefore, the Seller is not responsible for its possible defects. However, if the gift has a defect the Seller is aware of, he must notify the Customer of them when offering the gift (§ 629 of the Civil Code). If the gift has a defect that the Seller did not mention to the Customer, the Customer is entitled to return it (§ 629 of the Civil Code). If the Customer has the right to withdraw from the agreement (refund), the Customer must return everything he gained to the Seller in accordance with the agreement, i.e., also a Product accepted as a gift (§ 457 of the Civil Code in conjunction with § 48 par. 2 of the Civil Code).

#### 5. EXERCISE OF RIGHTS FROM DEFECT LIABILITY (CLAIMS)

- 5.1. The Buyer is obliged to exercise the right from defect liability without undue delay after the defect's manifestation.

- 5.2. The Buyer is entitled to file a Claim:
- on the provided Product's quality,
  - for the correctness of the price charged for the provided Product, if the Buyer has reasonable doubts that the Product's invoice was not issued in accordance with the pricelist or the agreement.
- 5.3. The Buyer must file a Claim with the Seller, at the Product's sale location, without undue delay after discovering the purchased Product's defect or the unduly charged price, but no later than within 30 days; otherwise, the right to complain shall become extinct.
- 5.4. The Buyer shall contact the Seller with a warranty claim when filing a Claim. The Buyer shall deliver the warranty claim to the Seller via post to the Seller's registered office address, or via e-mail to the Seller's e-mail address or file it in person at the Seller's registered office. The Seller's specific contact information is published on their website.
- 5.5. The warranty claim addressed to the Seller shall include the Buyer's information for the Service Order's completion, on the basis of which the Claim shall be settled. The Buyer shall state their identification and contact information (residential address, stay, or registered office, telephone number, e-mail) in the Service Order, and accurately mark and describe the Product defect and the way in which the defect is manifested.
- 5.6. The Seller is not responsible for incorrect information provided by the Buyer in the Claim made by them or for the impossibility to deliver documents to the Buyer's provided contact address.
- 5.7. Filing a Claim regarding the correctness of the billed (invoiced) price for the delivered Product shall have no suspensive effect on the payment, i.e., does not remove the obligation to pay the invoice within the due date from the Buyer.
- 5.8. The Seller reserves the right not to acknowledge the Claim if the Product's reduction in the quality of the Product was caused by:
- circumstances excluding liability,
  - the Buyer's unprofessional or unauthorised interventions into the Product's settings or other third parties, whom the Buyer, knowingly or unknowingly allowed such intervention, even through negligent conduct or,
  - the Buyer filed a Claim 30 days from the date on which the defect or the unduly charged price was discovered.
- 5.9. If the Buyer files a Claim within 12 months from purchasing the Product, the Seller may only reject Claim on the basis of an expert opinion. If the Seller rejects the Claim filed 12 months after purchasing the Product, the Seller is obliged to inform the Buyer with regard to where the Product (item) may be sent for expert opinion in accordance with the Consumer Protection Act. For the purposes of Claim handling, an expert opinion also refers to the opinion of an authorised person or a person authorised by the manufacturer to perform warranty repairs. If the designated person does not acknowledge the Claim, the Buyer shall assign the Claim to the Seller for handling.
- 5.10. The Claim procedure's commencement date shall be considered the date when the Buyer filed the Claim with the Seller, i.e., the date when the warranty claim is delivered to the Seller in accordance with point 5.4. herein. If the Claim does not contain all the required information according to point 5.5. herein, the Claim procedure begins only on the submission date of all required information. If the Buyer does not complete the missing information even at the Seller's request, the Claim shall be considered unfounded.
- 5.11. When filing a Claim, the Seller is obliged to issue a Service Order to the Customer, which is a confirmation receipt (filing) for the Claim. If the Buyer (Customer) has filed a Claim by means of distance communication, the Seller is obliged to send a confirmation to the Buyer without undue delay of the Claim enforcement via e-mail if they are aware of it.

5.12. If a Claim is filed via distance communication, the statutory period shall begin running with the Claim's actual delivery.

## 6. GENERAL WARRANTY CLAIM CONDITIONS

6.1 When submitting Products for a Claim:

- a) it is necessary to submit proof of purchase for the Product, or, in another way that does not raise doubts, prove that the Product was sold to the Buyer by the Seller,
- b) a completed warranty certificate shall be submitted, if issued,
- c.) the Product shall contain current and official software and firmware published by ELCOM during ongoing updates, these can be found at [www.elcom.eu](http://www.elcom.eu) in the "Technical Support" section
- d) it is necessary that the Product meets all other warranty claim requirements stated in the warranty certificate (mechanically undamaged, undamaged by natural events, intact seals, etc.),
- e) if the Buyer enforces the right arising from the warranty exceeding the warranty scope stipulated by law, it is necessary to submit the original warranty certificate.

6.2 In order to file a Claim, it is necessary that the Product be regularly updated without delay. The warranty only applies to a Product with the current software, whereby the Buyer is responsible for its update. The currently installed software version can be found in the device (P-mode → System parameters → Software version) and it is necessary to verify its updating on the [elcom.eu](http://elcom.eu) website in the "Technical support" section. In the case of an outdated software version, the warranty shall not be recognised.

6.3 Handling the Complaint through warranty service is governed by the General Warranty Conditions issued by ELCOM.

6.4 If the Seller (service company) agrees to handle the Claim in the form of a repair at the Buyer's place based on the Buyer's request, the Seller has the right to charge the Buyer transport costs and loss of time associated with such repair.

6.5 The Buyer files the Claim regarding the Product with the Seller, wherein the costs related to the delivery of the claimed Product to the Seller shall be paid by the Buyer.

6.6 If the Seller acknowledges the Claim, the claimed Product is returned to the Buyer at the Seller's expense at the end of the Claim procedure.

6.7 If the Seller does not acknowledge the Claim, the claimed Product is returned to the Buyer at the Buyer's expense at the end of the Claim procedure.

## 7. CLAIM RESOLVING METHOD

7.1. The Seller is obliged to resolve the Claim immediately, in complex cases within three working days. The time required for an expert opinion regarding the defect is not included in this period. However, resolving the Claim will not take longer than 30 days.

- 7.2. If the defect can be removed, the Buyer has the right to a free, timely, and due defect removal. The Seller (or a designated person) decides on the defect elimination method and is obliged to eliminate the defect without undue delay.
- 7.3. The Buyer may request a Product exchange instead of removal, or if the defect only concerns only a Product component, the component's exchange, if the Seller does not incur unreasonable costs due to Product price or the defect's severity.
- 7.4. Instead of eliminating the defect, the Seller may always exchange the defective Product for a faultless one, if the nature of the matter so permits.
- 7.5. In the event of a defect that cannot be removed and which prevents the Product from being used properly as a Product without defects, the Buyer has the right to exchange the Product or the right to withdraw from the purchase agreement.
- 7.6. If the Seller does not resolve the Claim within 30 days, the Buyer has the same right as if it is an irreparable defect, i.e., the right to exchange the Product, or refund.
- 7.7. In case of an irremovable defect that does not preclude proper Product use, the Buyer shall be entitled to an adequate discount from the Product price.
- 7.8. If the Buyer is entitled to the right to exchange the Product or the right to withdraw from the agreement, which right to exercise is up to the Buyer. However, as soon as the Buyer decides on a particular right, they are not entitled to unilaterally change their choice.
- 7.9. The Seller shall issue the Buyer with a document regarding the Claim's resolution, a resolved Service Order, no later than within 30 days from the Claim date, which serves as confirmation of handling the Claim. The Seller also fulfils its obligation arising from the Claim together with the handover of the resolved Service Order.
- 7.10. The Seller informs the Buyer with regard to the resolved Claim by sending an e-mail message with the Service Order to the Buyer's e-mail address if the Buyer has requested information to be send in relation to resolving the Claim via e-mail. If the Buyer requests information to be sent via post, the Seller shall send the resolved Service Order to the Buyer's contact address specified in the Claim.
- 7.11. The Seller is obliged to keep records of Claims and submit them at the request of the supervisory authority for inspection. The Claim record shall contain information on the Claim date, the date and method of the Claim's resolution, and the Claim document serial number.

## 8. PRODUCTS NOT SUBJECT TO WARRANTY REPAIR

The Product is not subject to warranty repair or exchange if it has been damaged in the following way:

- a) mechanically,
- b) forced opening, unprofessional intervention,
- c) natural disaster,
- d) the equipment has not been operated under standard operating conditions,
- e) serial number removed or otherwise rendered illegible.
- f) the Seller is not liable for incorrect operation of the Product, if its installation has not been performed properly and by an authorised person with concern to products that require professional installation,
- g) heavily polluted refers to organic and inorganic material present on the Product in an excessive amount,

- h) if the Product is still used by the Buyer with a defect, whereby as a result it is irreparable, or another sequence of defects, the Claim shall not be authorised by the Seller.

## 9. SPECIFIC CLAIM TERMS

- 9.1. When claiming the Product that is used for processing, storage, the transmission of information and data, in addition to meeting the conditions in Article 6., it is necessary for the Buyer to declare honestly that all licence conditions have been complied with and that illegal software has not been installed on the Product; otherwise, the Seller is not obliged to authorise the received Claim.
- 9.2. If the Seller (designated person) discovers that the claimed Product contains illegal software, the Seller is not obliged to authorise the received Claim.
- 9.3. When claiming the Product, the Seller is not responsible for any loss, damage to data, and information during the repair in an authorised service. The Buyer is advised to back up all data and information.

## 10. ALTERNATIVE DISPUTE RESOLUTION

- 10.1. If the Buyer does not agree with the Seller's method for resolving their Claim, or if they believe that the Seller has breached their rights, they have the option to contact the Seller for rectification.
- 10.2. If the Seller, turns the request down according to point 10.1. herein, or fails to respond to such request within 30 days from the submission date, the Buyer has the right to file a petition for alternative resolution of the dispute pursuant to § 12 of Act No. 391/2015 Coll. on alternative dispute resolutions of consumer disputes and on the amendments of such laws. The relevant entity for alternative dispute resolution of consumer disputes with the Seller is the Slovak Trade Inspection or another relevant authorised legal entity entered in the list of ADR entities maintained by the Slovak Republic Ministry of Economy (the list is available at <http://www.mhsr.sk/>); The Buyer has the right to choose which of the above-mentioned ADR entities he would turn to, without prejudice to the possibility of bringing the petition before the court.

## 11. FINAL PROVISIONS

- 11.1. The present Customer Warranty Claim Rules shall enter into force and effect on October 1<sup>st</sup>, 2020.
- 11.2. The Seller reserves the right to amend these Claim Rules without prior notice.
- 11.3. The Seller's compliance with the obligations in matters of consumer protection in accordance with applicable law is supervised by the Slovak Trade Inspection - Central Inspectorate of the Slovak Trade Inspection, address: Prievozská 32, 827 99 Bratislava 27 and subordinate locally competent Inspectorates thereof.