

COMPLAINT PROCEDURE

of the Online Store www.magaela.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"), 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 in the Sale of Goods or Provision of Services under Distance Contracts or Contracts Concluded Outside the Seller's Business Premises as amended, and Act No. 22/2004 Coll. on Electronic Commerce as amended. It regulates the legal relationship between the Seller, who is:

1.2. Seller:

Business Name: Magaela, s.r.o.

Registered Address: Vyšehradská 3732/12, 851 06 Bratislava, Slovak Republic

Registration: Commercial Register of the District Court Bratislava III, Section: Sro, File No. 174393/B

Company ID (IČO): 55 896 731

Tax ID (DIČ): 2122126897

VAT ID (IČ DPH): SK2122126897

Bank Account: SK39 1100 0000 0029 4918 3631

The seller is a VAT payer (hereinafter also the "Seller") and any person who purchases goods or services offered by the Seller on the Seller's website and who acts as a consumer within the meaning of the General Terms and Conditions published on the Seller's website, this Complaint Procedure, and applicable consumer protection laws of the Slovak Republic, especially: Act No. 102/2014 Coll., Act No. 250/2007 Coll., and Act No. 40/1964 Coll.

1.3. Seller's contact email and phone number:

Email: magaela@magaela.sk

Phone: +421917088983

1.4. Address for sending written documents, complaints, contract withdrawals, etc.:

Roman Ďuriš, Vyšehradská 12S, 851 06 Bratislava, Slovakia

1.5. This Complaint Procedure governs the rights and obligations of the Buyer, who is a consumer, when asserting rights concerning defects of goods or services based on a distance sales contract with the Seller through the Seller's online store www.magaela.com

1.6. A Buyer is any person (natural or legal) who has entered into a purchase agreement with the Seller through the Seller's website or other means of remote communication.

1.7. A Consumer is a Buyer who is a natural person and who, when concluding the

purchase contract via the Seller's website, does not act within the scope of their business activities.

1.8. This Complaint Procedure governs the legal relationship between consumers and the Seller. The exception is stated in point 4.12 of this Complaint Procedure (Seller's warranty statement for non-consumer Buyers).

1.9. Products (hereinafter also "Items") are goods and services offered for sale and listed on the Seller's website.

1.10. The term "Goods" also includes digital content not supplied on a tangible medium.

II. References

2.1. Legal relationships related to the Seller's liability for defects in goods or services (and other legal relationships arising from the contract) with consumers are governed not only by the general provisions of Act No. 40/1964 Coll. (Civil Code) but also by special regulations, especially Act No. 102/2014 Coll. and Act No. 250/2007 Coll. on Consumer Protection.

2.2. Legal relationships arising from liability for defects between the Seller and a Buyer who is a legal entity or a sole trader (i.e., not a consumer) are governed by Act No. 513/1991 Coll. (Commercial Code), unless stated otherwise in point 4.12.

2.3. Pursuant to Section 3 (1)(n) of Act No. 102/2014 Coll., the Seller informs the Consumer that there are no special codes of conduct to which the Seller has committed. A code of conduct refers to agreements or rules that define the Seller's conduct toward certain business practices or sectors, unless these are established by law or public authority measures.

III. Seller's Liability for Defects in Products (Goods and Services)

3.1. The Seller is obliged to deliver goods or services in accordance with the purchase agreement—i.e., in the required quality, quantity, and without defects (factual or legal).

3.2. The Seller is liable for defects present at the time of delivery. For new items, the Seller is liable for defects that appear during the warranty period. The Seller recommends that the Buyer notify defects without undue delay. For used items, the Seller is not liable for defects resulting from wear and tear. For discounted items, the Seller is not liable for the defect for which the discount was agreed.

3.3. The Buyer has the right to inspect the goods or services before acceptance.

IV. Warranty Period

4.1. The warranty period is 24 months. For used items, the warranty period is 12 months, starting from the date the item or service is received by the Buyer.

4.2. For non-perishable goods, the Seller is liable for defects appearing within the warranty period. If a shelf life is stated on the item or its packaging/instructions, the warranty does not end before that period expires.

4.3. For used goods, the Buyer and Seller may agree to a shorter warranty period, but not less than 12 months.

4.4. For items intended for long-term use, specific regulations may establish a warranty period longer than 24 months.

4.5. Upon the Buyer's request, the Seller must provide a written warranty certificate (warranty card). If the item's nature allows, a proof of purchase suffices.

4.6. The Seller may provide a warranty beyond the statutory one. In such cases, the terms and extent of this warranty will be specified in the warranty certificate.

4.7. Warranty periods start from the date the Buyer receives the item. If the product is to be commissioned by a third party (not the Seller), the warranty begins upon commissioning, provided it occurs within 3 weeks of delivery.

4.8. If the item is replaced, a new warranty period begins upon receipt of the replacement item.

4.9. If a component of the item is replaced, the new component has a new warranty period.

4.10. Warranty rights must be exercised within the warranty period, or they expire.

4.11. The warranty period is extended by the duration of the complaint process.

4.12. In accordance with Section 429 (2) of the Commercial Code, the Seller declares that

in business relationships with non-consumer Buyers, the warranty period begins as per Article IV, point 4.1.

V. Procedure for Exercising Rights for Defective Goods (Complaint)

5.1. The Buyer has the right to make a claim regarding defective goods or services at the address:

Michaela Ďurišová, Vyšehradská 12S, Bratislava, 851 06, Slovak republic.

The Buyer may always lodge the complaint in person at any Seller's premises capable of handling it, at the Seller's registered office, or via third parties (e.g., delivery or postal services). The Seller recommends using the Complaint Form available on the Seller's website.

The Buyer is advised to attach the invoice, warranty certificate, or other proof of purchase, and describe the defect in the goods or service.

5.1.1. If the Buyer submits the complaint by other means than in person, they should send the goods along with a detailed description of the defect and proof of purchase (e.g., payment receipt, invoice, warranty certificate), to expedite processing.

5.1.2. Goods should be sent by registered mail. The Seller does not recommend dispatch by cash on delivery, which may be refused.

5.1.3. The Seller must issue a receipt confirmation when the complaint is lodged. If the complaint is lodged remotely, the confirmation must be sent immediately or without undue delay, and at the latest along with the decision on the complaint. It is not required if the Buyer can prove the submission otherwise.

5.1.4. The Seller must issue a written decision on the complaint within 30 days of it being lodged, or at the latest along with notification of its resolution once the complaint acceptance period begins.

5.2. Processing a complaint does not affect the consumer's right to compensation for damages under special law.

5.3. The Seller must determine how to resolve the complaint without delay (simple cases within 3 working days, complex cases within 30 days). After determining the resolution, it must be enacted immediately but no later than 30 days from the complaint lodging. If goods are received later, timeframes begin upon receipt. After expiry, if unresolved, the consumer may withdraw from the contract or demand a replacement.

5.4. If the consumer complains within the first 12 months of purchase, the Seller may only refuse based on expert assessment; the consumer must not pay for that assessment. A copy of the assessment must be provided within 14 days of the decision.

5.5. If the consumer complains after 12 months and the complaint is rejected, the decision must state to whom the goods may be sent for expert assessment. The Seller covers all costs of the assessment regardless of result. If the expert supports the consumer, they may re-lodge the complaint; the warranty period is paused during the assessment. The Seller must reimburse all such costs within 14 days. A re-lodged complaint cannot be rejected.

5.6. The consumer has the right to reimbursement of necessary costs (especially postage) incurred in making a justified complaint. If withdrawing due to defect, the consumer also has the right to reimbursement of related costs.

5.7. An expert assessment must include:

- a) identification of the assessor
- b) precise identification of the product
- c) description of the product's condition
- d) assessment outcome
- e) date of the assessment.

5.8. If product characteristics allow, the consumer must hand it over in person; if not, they may request on-site defect removal or agree on transport with the Seller.

5.9. The time from lodging the claim until the repaired item is ready for pickup does not count toward the warranty period. The Seller must issue confirmation of claim lodgment, repair, and duration.

VI. Buyer's Rights When Exercising Warranty Claims

6.1. If a defect is repairable, the Buyer has the right to have it repaired free of charge, promptly, and properly. The Seller must fix it without undue delay.

6.2. The Buyer may request replacement of the item, or of a component, if this does not impose disproportionate costs on the Seller given the price or severity of the defect.

6.3. The Seller may always opt to replace the defective item with a non-defective one, unless it causes significant inconvenience to the Buyer.

6.4. If the defect is not repairable and prevents intended use, the Buyer has the right to a replacement item or to withdraw from the contract. The same applies if repair does not fix the defect or if multiple defects impair use.

6.5. For other non-repairable defects, the Buyer has the right to a reasonable discount on the purchase price.

VII. Final Provisions

7.1. This Complaint Procedure is an integral part of the General Terms & Conditions and the Privacy & Data Protection Policy, all of which are published on the Seller's website.

7.2. In case of changes to this Complaint Procedure, the Buyer-Seller relationship is governed by the version in effect when the purchase contract was concluded, until its termination.

7.3. This Complaint Procedure became valid and effective upon its publication on the Seller's website on **13 February 2022**.

This eshop is certified by <http://www.pravoeshopov.sk>.