**Complaints Procedure**

(hereinafter referred to as the „**Complaints Procedure**“)

This Complaints Procedure contains conditions of claims and liability for defects between the Seller and the Purchaser, as defined in the General Terms and Conditions of the Seller available on the website https://nicola.salon (hereinafter referred to as “**GTC**”). This Complaint Procedure Code together with the GTC forms an integral part of the Contract. By placing an order, the Purchaser acknowledges that he/she has acquainted himself/herself with this Complaint Procedure Code, agrees to it and undertakes to fully abide by it.

The words commencing with a capital letter shall have the same meaning as defined in the GTC, unless otherwise expressly provided in this Complaints Procedure.

1. **The liability of the Seller**

The rights and obligations of the Seller and the Purchaser with regard to the rights arising from defective performance shall be governed by the respective generally binding legislation (in particular Sections 1914 – 1923, Sections 2099 – 2117 and Sections 2161 – 2174 of the Civil Code).

The Seller is liable to the Purchaser for a defect-free condition of a thing upon takeover.

The Seller is in particular liable to the Consumer that at the time the Purchaser takes over the goods:

* the goods have the properties stipulated by the parties, and in the absence of such a stipulation such properties which the Seller or producer described, or which the Consumer expected given the nature of the goods concerned and the advertising presented by the Seller or producer;
* the goods are suitable to be used for the purpose stated by the Seller or to which the thing of such kind is usually used;
* the goods’ quality or design corresponds to the agreed sample or model if such quality or design was determined on the basis of an agreed sample or model;
* the thing has the quantity, measurement or weight;
* the thing meets the requirements laid down by legal regulations.

The rights and obligations of the Seller and Purchaser are further regulated in the GTC.

1. **The asserting of the rights from liability for defects**

An apparent damage to the goods or its cover shall be dealt with the courier immediately and the discrepancies shall be written down into the handover protocol (transport document). The Purchaser is not obliged to take over such goods from the carrier and he/she shall inform the Seller about the ascertained damage without undue delay. The Purchase is obliged to examine the integrity of the goods and the completeness of its accessories thoroughly on the day of the receipt.

Upon the handover of the goods, the risk of damage to the goods shall be transferred to the carrier, who is also liable to the Purchaser for any damage occurred during the transport.

The Purchaser is obliged to examine the parcel thoroughly upon the takeover and to complain about any possible damage to the parcel or goods to the courier immediately, or as the case may be he/she should follow the carrier’s complaints procedure.

In case the defects occur later, the Purchaser is obliged to inform the Purchaser of them without undue delay after becoming aware of them. The Purchaser can inform the Seller of the defects of goods (complaint) at any branch office of the Seller or mainly in writing or by telephone or e-mail at the contact address of the Seller:

**Address: Na Závodí 803, 739 25 Sviadnov, Czech Republic**

**E-mail: zemanova.m1@seznam.cz**

**Telephone: +420 602 594 515**

In case the Consumer exercises his right to request the removal of the defect by having the thing repaired and the guarantee statement designates another person to carry out repairs who is located at the place of the Seller or another place closer to the Purchaser, the Purchaser is entitled to assert his right to repair against the person designated to carry out repair.

Rights from the liability for defects do not apply, in particular where the defect or damage occurred as a result of:

* mechanical damage of the goods, natural disaster or any other unforeseeable external event;
* demonstrable tampering with the goods;
* electronic overvoltage (visibly burnt components or printed circuits) with the exception of common deflections;
* demonstrable misuse;
* use of goods contrary to the operating instructions or instructions stipulated on the packaging or in the guarantee statement;
* use of goods contrary to the commonly known rules on the use;
* demonstrable use of goods in conditions that do not correspond to the environmental conditions either determined by the producer or unambiguously arising out of the nature of the goods with regard to the temperature, dustiness, humidity, chemical and mechanical influence of the environment;
* demonstrably incompetent installation or operation;
* the guarantee statement produced shows evident signs of the changes made to the data, or the serial number stated on the goods differs from the one stated in the guarantee statement.

The liability of the Seller for defects does not apply to the wear and tear of the goods caused by its normal use, to a defect of the goods sold for a lower price for which the lower price was stipulated, to a defect of the used goods corresponding to the extent of use of the goods or its wear and tear upon takeover by the Purchaser.

The defect which occurred as a result of improper installation or any other unprofessional entry into service is considered to be a defect in case the installation or entry into service has been concluded in the purchase contract and carried out by the Seller or another person under the responsibility of the Seller.

1. **The period for asserting rights from defective goods**

The Consumer is entitled to assert his right arising from a defect which occurs in Consumer goods within twenty-four months from the takeover. In case there is a defect within six months from the takeover by the Consumer, the thing is presumed to have already been defective upon takeover unless proved otherwise.

In case of purchasing of used goods, the period for asserting the rights arising from the defective performance can be reduced to 12 months, the Seller is obliged to mark such reduction in the confirmation of the obligations arising out of the defective performance, guarantee statement or sales note. After the expiry of the period, the Seller is not entitled to assert the rights from defective goods, unless otherwise agreed by the contracting parties or either the Seller or the producer provides a special quality guarantee over and above his/her legal obligations (guarantee statement).

For the Entrepreneur in the position of the Purchaser, the period of 12 months for asserting the rights from defective goods shall apply.

The period for asserting the rights from defective goods commences upon the takeover of the goods by the Purchaser. The period shall be extended by a period of the repair of goods. In case of a replacement of the goods or its components within a repair, the original period for asserting the rights from defective goods shall continue.

1. **The rights arising from the defective performance**
2. **The Purchaser in the position of a Consumer**

If the goods lack the properties specified in Article A. The liability of the Seller, the Purchaser may also require the supply of the new goods without defect, unless it is disproportionate to the nature of the defect. In case the defect only concerns a component to the goods, the Purchaser may only request a replacement of that component part; if it is impossible, the Purchaser may withdraw from the purchase contract. If, however, it is disproportionate to the nature of the defect, in particular where the defect can be removed without undue delay, the Purchaser has the right to have the defect removed gratuitously.

Even where a defect is removable, the Purchaser is entitled to have a new thing supplied or a component part replaced if he cannot use the thing properly due to the repeated occurrence of the defect after a repair or due to a larger number of defects. In this case, the Purchaser shall also have the right to withdraw from the purchase contract. As a repeated occurrence of the defect is considered a situation where the same defect that has been removed within the period for asserting rights from defective goods at least twice occurs again. In case the goods have been repaired at least three times for different removable defects before the submission of a complaint, the goods are presumed to suffer from more defects.

If the Purchaser fails to withdraw from the Contract or assert his right to have a new defect-free thing supplied, its component part replaced, or the thing repaired, he may require a reasonable price reduction. The Purchaser also has the right to a reasonable price reduction where the Seller cannot supply to him a new defect-free thing, replace a component part of the thing or repair it, as well as where the Seller fails to provide for a remedy within a reasonable time or where such a remedy would cause substantial difficulties to the consumer.

The Purchaser shall not have the right arising from a defective performance if, before the takeover of the goods, he/she was aware that the goods had a defect, or it was caused by the Purchaser himself/herself, as well as in other cases stipulated in the Article B The asserting of the rights from liability for defects.

If the goods have a defect, and it is a thing sold for a lower price adjusted with regard to its quality or a used thing, the Purchaser has the right to a reasonable price reduction instead of the right to have the thing replaced.

1. **The Purchaser in the position of an Entrepreneur**

If a defect constitutes a fundamental breach of the Purchase contract, the Purchaser according to his choice has a right to have the defect removed by having a new defect-free goods or a missing goods supplied, the removal of the defect by having the goods repaired, a reasonable reduction of the purchase price, or withdraw from the Contract (including the right to a full refund of a purchase price).

The Purchaser shall notify the Seller of the right he has chosen upon the notification of the defect or without undue delay thereafter. If the Purchaser fails to do so, he/she has the same rights as in the case where a defective performance constitutes a non-fundamental breach of Contract. The defect is considered to be a fundamental breach of the Contact in case the Purchaser would not have concluded the Contract had it foreseen such a breach, in other cases, a defect is considered to be a non-fundamental breach of a purchase contract.

If a defect constitutes a non-fundamental breach of the Purchase contract, the Purchaser has the right to have the defects removed, or to a reasonable reduction of the purchase price.

1. **Settlement of a complaint**

In the notification of a defect, the Purchaser shall precisely describe the ascertained defects of the goods and to include information necessary for the identification of the Purchaser and the defective goods including the number of order. Such notification shall also include the required way of the handling of the complaint. The Purchaser is obliged to hand over the complete goods to the complaint proceedings. In case the Purchaser fails to do so, and the completeness is necessary for the ascertainment of the defect and/or the removal of the defect, the period for the settlement of the complaint starts to run upon the supply of the missing parts of the goods.

The Purchaser shall issue a written confirmation of the Purchaser’s complaint, including the date of the complaint, its content and the way of the handling of the complaint required by the Purchaser. The person authorised by the Seller to settle the complaints shall immediately decide upon the acceptance or rejection of the complaint, in complex cases within three working days. An adequate time necessary for the expert examination of the defect is not taken into account.

The complaint, including the removal of defects, must be handled without undue delay and no later than 30 days from the date of the complaint unless the Seller and the Consumer agree to a longer period.

The Purchaser has a right to request the handling of a complaint in a manner stipulated in the notification of a defect. In case the Purchaser requests a reasonable reduction of the purchase price, the amount of thereof shall be determined by the Seller. When determining its adequacy, the Seller shall take into account the decrease of a normal value of the goods as a result of a defect, in particular with regard to the extent of the defect. The Seller shall issue to the Purchaser a written confirmation of the date and manner of the complaint settlement, or as the case may be, a written justification of the rejection of the complaint. In case of a replacement of the defective goods, the Purchaser shall not pay any additional postage and packaging costs.

The Purchaser is entitled to recover the efficiently incurred costs in connection with the complaint, in which case such costs are understood as the lowest possible. It shall particularly apply to the postage costs for the sending of the defective goods. The Purchaser is obliged to apply for reimbursement of such costs without undue delay and no later than one month from the end of the period for asserting rights for defective goods.

1. **Service complaints**

The Seller undertakes to provide the Purchaser with services in quality, time and scope in accordance with the Purchaser’s order.

Unless otherwise expressly provided in this Article F, the other provisions of this Complaints Procedure shall apply to the service complaints.

The Purchaser is entitled to complain about services or to claim damages arising from the provisions of services by means of a complaint without undue delay after the provision of the service or the date on which the service was to be provided, and no later than 7 days. The particular offer of services on the Seller’s website or the special part of GTC can include another period for the assertation of a service complain, such period shall take precedence.

In case the Purchaser submits the complaint later, the complaint may be deemed delayed by the Seller and the Purchaser loses the rights arising from defective performance as well as the right to compensation for damage.

The Purchaser is entitled to submit a complaint to the Seller at contacts in accordance with Article B. of this Complaints Procedure.

The complaint shall be handled by the Seller generally within few working days, no longer than within the period in accordance with Article E.

The Seller shall assess the Purchaser’s complaint and in case of a rightful complaint the Seller shall upon his choice provide the Purchaser with:

* 1. a replacement service in ordered quality and scope for free or at a discounted price;
	2. a discount on the original service up to 100%
	3. a voucher for another services or goods offered on the Seller’s website.

The Purchaser shall indicate the preferred way of handling the complaint and the Seller undertakes to respect the Purchaser’s choice unless he/she has a serious reason to provide another performance.

1. **Closing provisions**

This Complaints Procedure becomes effective on 1st January 2022

The Complaints Procedure is governed solely by the Czech laws.

The Seller reserves the right to amend this Complaints Procedure. Potential amendments shall not apply to Contracts previously entered into.