

# LONG POINT



**Complaints Process** of the  
martinfabian.sk online shop



**4.3.** In the case of a used item, the parties may agree on a shorter period of the seller's liability for defects than in paragraphs 4.1 and 4.2, but not less than one year from the delivery of the item.

**4.4.** The Seller shall be liable for any defect of the sold item at the time of its delivery to the Buyer, which becomes apparent within 6 months from the delivery of the item, if the Buyer is not acting in the capacity of a consumer.

## **V. Rights under liability for defects**

**5.1.** If the seller is liable for a defect in the sold item, the buyer has the right to remove the defect by repair or replacement, the right to a reasonable discount on the purchase price or the right to withdraw from the purchase contract

**5.2.** The buyer may refuse to pay the purchase price or any part thereof until the seller has fulfilled the seller's obligations arising from liability for defects, unless the buyer is in default of payment of the purchase price or any part thereof at the time the defect is complained of. The buyer shall pay the purchase price without undue delay after the seller has fulfilled his obligations.

**5.3** The Buyer may exercise the rights under liability for defects, including the right under clause 5.2, only if the Buyer has pointed out the defect within two months from the discovery of the defect, at the latest by the expiration of the period under clauses 4.1 to 4.3 of this Complaints Procedure.

**5.4.** The exercise of the rights of liability for defects does not exclude the buyer's right to compensation for damages incurred as a result of the defect.

## **VI. Statement of Defect**

**6.1.** The defect may be raised at any of the Seller's premises, with any other person notified by the Seller to the Buyer prior to the conclusion of the Contract or prior to the dispatch of the order, or by means of long-distance communication at the address of the Seller's registered office or place of business or at any other address notified by the Seller to the Buyer at the conclusion of the Contract or after the conclusion of the Contract.

**6.2.** If the Buyer has complained of a defect by mail which the Seller has refused to accept, the mail shall be deemed to have been delivered on the date of the refusal.

**6.3.** The Seller shall provide the Buyer with written confirmation of the reproached defect immediately after the Buyer has reproached the defect. In the confirmation of the defect, the Seller shall specify the period within which the defect shall be removed in accordance with Section 507(1) of Act No. 40/1964 Coll., the Civil Code, as amended. The period notified pursuant to the preceding sentence may not be longer than 30 days from the date of the defect, unless a longer period is justified by an objective reason beyond the Seller's control.

**6.4.** If the Seller refuses liability for defects, he shall notify the Buyer in writing of the reasons for the refusal. If the Buyer proves the Seller's responsibility for the defect by an expert opinion or an expert opinion issued by an accredited person, an authorized person or a notified person, the Buyer may reproach the defect repeatedly and the Seller may not refuse responsibility for the defect; the repeated reproach of the defect is not covered by § 621 paragraph 3 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended. Section 509(2) of Act No. 40/1964 Coll., the Civil Code, as amended, shall apply to the consumer's costs associated with the expert opinion and the expert opinion.

**6.5.** If, before the conclusion of the contract or, if the contract is concluded on the basis of an order of the buyer, before the dispatch of the order, the seller has informed the buyer that defects can also be raised with another person, the act or omission of that person shall be deemed to be an act or omission of the seller for the purposes of liability for defects.

## VII. Removal of the defect

**7.1.** The buyer has the right to choose to remove the defect by replacing the item or repairing the item. The buyer may not choose a method of remedying the defect which is not possible or which would cause the seller disproportionate costs in comparison with the other method of remedying the defect, having regard to all the circumstances, in particular the value which the item would have had without the defect, the seriousness of the defect and whether the other method of remedying the defect would have caused the buyer significant inconvenience.

**7.2.** The Seller may refuse to remedy a defect if repair or replacement is not possible or would involve disproportionate costs having regard to all the circumstances, including the circumstances under clause 7.1 of the second sentence.

**7.3.** The Seller shall repair or replace the item within a reasonable time after the Buyer has pointed out the defect, free of charge, at the Seller's own expense and without causing serious inconvenience to the Buyer having regard to the nature of the item and the purpose for which the Buyer has requested the item.

**7.4.** For the purpose of repair or replacement, the Buyer shall hand over or make available the item to the Seller or to a person pursuant to Section 622(5) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended. The costs of taking over the item shall be borne by the seller.

**7.5.** The Seller shall deliver the repaired item or a replacement item to the Buyer at the Buyer's own expense in the same or similar manner in which the Buyer delivered the defective item to the Seller, unless the parties agree otherwise. If the buyer does not take possession of the item within six months from the date on which he should have taken possession of it, the seller may sell the item. If the item is of greater value, the seller shall give the buyer advance notice of the intended sale and a reasonable additional period of time to take possession of the item. Immediately after the sale, the seller shall pay to the buyer the proceeds of the sale of the item, less the costs reasonably incurred by the seller in storing and selling the item, if the buyer exercises the right to a share of the proceeds within a reasonable period of time specified by the seller in the notice of the intended sale of the item. The seller may destroy the item at the seller's own expense if it has not been sold or if the anticipated proceeds of sale will not be sufficient even to cover the costs reasonably incurred by the seller in keeping the item and the costs which the seller would necessarily have to incur in selling it.

**7.6.** In remedying a defect, the Seller shall arrange for the removal of the item and the installation of a repaired item or a replacement item if the replacement or repair requires the removal of a defective item that was installed in accordance with its nature and purpose before the defect became apparent. The Seller and the Buyer may agree that the removal of the item and the installation of the repaired or replacement item shall be arranged by the Buyer at the expense and risk of the Seller.

**7.7.** When removing a defect by replacing the item, the Seller shall not be entitled to compensation for damage caused by normal wear and tear of the item and to remuneration for the normal use of the item prior to its replacement.

**7.8.** The Seller shall be liable for defects in the replacement item pursuant to Section 619 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended.

**7.9.** The Buyer is entitled to a reasonable discount on the purchase price or may withdraw from the purchase contract without providing an additional reasonable period of time pursuant to Section 517(1) of Act No. 40/1964 Coll. Civil Code, as amended, if

- A. the seller has not repaired or replaced the item,
- B. the seller has not repaired or replaced the item in accordance with § 623 (4) and (6) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended,

- C. the seller refused to rectify the defect pursuant to Section 623(2) of Act No 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts, as amended,
- D. the item has the same defect despite the repair or replacement of the item,
- E. the defect is of such a serious nature as to justify an immediate reduction in the purchase price or withdrawal from the contract of sale; or
- F. the seller has declared or it is apparent from the circumstances that he will not remedy the defect within a reasonable time or without causing serious inconvenience to the buyer.

**7.10.** The discount on the purchase price must be proportionate to the difference between the value of the item sold and the value the item would have had if it were free from defects.

**7.11.** The buyer may not withdraw from the contract of sale under clause 7.9 if the buyer has contributed to the defect or if the defect is insignificant. The burden of proving that the Buyer has contributed to the defect and that the defect is negligible shall be on the Seller.

**7.12.** If the contract relates to the purchase of more than one item, the buyer may withdraw from the contract only in relation to the defective item. In relation to the other things, he may only rescind the contract if he cannot reasonably be expected to have an interest in retaining the other things without the defective thing.

**7.13.** Upon withdrawal from the contract or part of it, the buyer shall return the item to the seller at the seller's expense. The Seller shall arrange for the removal of the item which was installed in accordance with its nature and purpose before the defect became apparent. If the Seller fails to remove the item within a reasonable time, the Buyer may arrange for the removal and delivery of the item to the Seller at the Seller's expense and risk.

**7.14.** Upon withdrawal from the Contract, the Seller shall refund the Purchase Price to the Buyer not later than 14 days from the date of return of the item to the Seller or upon proof that the Buyer has sent the item to the Seller, whichever is earlier.

**7.15.** The Seller shall refund the purchase price to the Buyer or pay the Buyer a discount on the purchase price in the same manner used by the Buyer to pay the purchase price, unless the Buyer expressly agrees to a different method of payment. All costs associated with the payment shall be borne by the Seller.

**7.16.** The Seller shall not be entitled to compensation for damage caused by normal wear and tear of the item and to remuneration for normal use of the item prior to withdrawal from the contract of sale.

## **VIII. Liability for defects in digital products**

**8.1.** The trader is liable for any defect that the digital product or performance has at the time of delivery and that becomes apparent within two years of delivery, if the digital performance is a digital product that is delivered as a one-off or as a set of individual products.

**8.2.** The trader shall remedy the defect in the digital product within a reasonable time after the consumer has raised the defect, free of charge and without causing significant inconvenience to the consumer having regard to the nature of the digital performance and the purpose for which the consumer requested the digital product.

**8.3.** The trader may refuse to remedy the defect if remedying the defect is not possible or would cause the trader disproportionate costs having regard to all the circumstances, in particular the value that the digital performance would have without the defect and the seriousness of the defect.

## **IX. Liability for defects in service**

**9.1.** The Seller shall be liable for any defect in the Service which the Service has at the time of delivery and which becomes apparent within two years of delivery of the Service.

**9.2.** In exercising the rights of liability for defects in the service, the provisions of Art. VI of these Complaints Regulations

## **X. Final Provisions**

**10.1.** This Complaints Policy forms an integral part of the General Terms and Conditions and Privacy Policy and Privacy Notice of this Website. The documents - General Terms and Conditions and Privacy Policy and Privacy Notice of this Website are published on the domain of the Seller's Website.

**10.2.** This Complaints Policy is valid and effective from the moment of its publication on the Seller's Website on 08.10.2024

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