

Complaints Policy

I. Introduction

1. The provisions of this Complaints Policy, including the warranty provided, apply exclusively to the Goods or the claims arising for the defects in the Goods purchased by the Consumer in the e-commerce www.pewas.com of the Seller.
2. The rights and obligations arising from the application of claims for the defects in the Goods as well as the procedure and the manner of handling these claims shall in other cases be governed by the relevant provisions of the Commercial Code and other related legal regulations governing the application of claims for the defects in the Goods between entrepreneurs.
3. The words in this Complaints Policy beginning with the capital initial letter shall have the same meaning as assigned to them by the General Terms and Conditions.
4. The Goods have the defect if
 - a) it does not comply with the agreed requirements as defined in Section 616 of the Civil Code,
 - b) it does not comply with the general requirements as defined in Section 617 of the Civil Code, unless the Seller has expressly informed the Consumer at the conclusion of the Contract that the certain characteristic of the Goods does not comply with the general requirements and the Consumer has expressly and specifically agreed to the non-compliance,
 - c) its use is prevented or restricted by the rights of the third party, including intellectual property rights.
5. The defect in the Goods shall not be deemed to be the change in the characteristics of the Goods resulting from wear and tear, improper use, inadequate or improper care, natural changes in the materials from which the Goods are made, any damage caused by the Consumer or the third party or any other improper intervention.

II. Liability for the defects

1. The Seller shall be liable for the defects in the Goods at the time of delivery which are apparent within two years of delivery of the Goods, unless the Goods are marked with the different expiry date or best before date. If the defect appears before the expiry of this period, it shall be presumed to be the defect which the Goods already had at the time of delivery. This does not apply if the contrary is proved or if this presumption is incompatible with the nature of the Goods or the defect.
2. If the Seller is liable for the defect in the Goods, the Consumer shall have the right against the Seller to have the defect removed by repair or replacement, the right to the reasonable discount on the purchase price or the right to withdraw from the Contract.
3. The Consumer may apply the rights of liability for the defects only if the Consumer has complained about the defect within two months from the occurrence of the defect, at the latest until the expiry of the period according to paragraph 1 of this Article of the Complaints Policy.
4. The Consumer shall have the right to compensation against the Seller for the costs reasonably incurred in connection with complaining of the defect for which the Seller is liable and applying the rights of liability for the defect. The Consumer must apply this right to the Seller no later than within two months from the delivery of the repaired or replacement Goods, payment of the purchase price discount or refund of the purchase price after withdrawal from the Contract, otherwise the right shall expire. The court may, on the Consumer's application, award the Consumer appropriate financial compensation if the Consumer has successfully applied its rights under the liability for the defects in the court.
5. The exercise of the rights arising from liability for the defects does not exclude the Consumer's right to compensation for damages incurred caused by the defect.
6. The defect may be complained against to the Seller together with the copy of the invoice and the reason for the complaint in person or by post at the address Tomášikova 19, 821 02 Bratislava.
7. The Seller shall provide the Consumer with the written acknowledgement of receipt the complaint immediately after the defect has been claimed by the Consumer. The Seller shall specify in the acknowledgement of the defect the time limit within which the defect shall be removed. The time limit notified under the preceding sentence may not be longer than 30 days from the date of complaint of the defect, unless the longer period is justified by the objective reason beyond the Seller's control.
8. If the Seller refuses liability for the defects, the reasons for the refusal shall be communicated to the Consumer in writing (by e-mail or post). If the Consumer proves the Seller's responsibility for the defect by the expert opinion or the professional opinion issued by the accredited person, authorized person or notified person, the Consumer may repetitively complain about the defect and the Seller may not refuse liability for the defect.

III. Removal of the defect

1. The Consumer has the right to choose to remove the defect by replacing the Goods or repairing them. The Consumer may not choose the method of removal of the defect which is not possible or which would cause disproportionate costs to the Seller in comparison with the other method of removal of the defect, taking into account all the circumstances,

in particular the value which the Goods would have without the defect, the seriousness of the defect and whether the other method of removal of the defect would cause the Consumer considerable difficulties.

2. The Seller may refuse to remove the defect if repair or replacement is not possible or would involve disproportionate costs having regard to all the circumstances, including the circumstances referred to in paragraph 1 of this Article of the Complaints Policy.
3. The Seller shall repair or replace the Goods within the reasonable time after the Consumer has complained of the defect, free of charge, at the Seller's own costs and without causing serious inconvenience to the Consumer having regard to the nature of the Goods and the purpose for which the Consumer has requested the Goods. Reasonable time means the shortest time the Seller needs to assess the defect and to repair or replace the Goods, considering the nature of the Goods and the nature and the seriousness of the defect.
4. To repair or replacement, the Consumer shall hand over or make available the Goods to the Seller or the person appointed by the Seller. The Seller shall bear the cost of taking delivery of the Goods.
5. The Seller shall deliver the repaired Goods or replacement Goods to the Consumer at its own expense in the same or similar manner as the Consumer delivered the defective Goods to the Seller, unless the parties agree otherwise. If the Consumer fails to take delivery of the Goods within six months of the date on which the Consumer should have taken delivery of the Goods, the Seller may sell the Goods. If the Goods are of greater value, the Seller shall give the Consumer prior notice of the intended sale and the reasonable additional period to take possession of the Goods. The Seller shall promptly after the sale pay to the Consumer the relevant proceeds from the sale of the Goods less the costs reasonably incurred by the Seller in storing and selling the Goods if the Consumer claims the right to the share of the proceeds within the reasonable period specified by the Seller in the notice of intended sale of the Goods. The Seller may destroy the Goods at its own costs if it has failed to sell them or if the anticipated proceeds from the sale will not be sufficient to cover either the costs reasonably incurred by the Seller for the storage of the Goods and the costs which the Seller would necessarily have to incur for their sale.
6. In the event of removal of the defect by replacement of the Goods, the Seller shall not be entitled to compensation for damage caused by normal wear and tear of the Goods and to remuneration for the normal use of the Goods prior to their replacement.
7. The Seller shall be equally liable for defects of the replacement Goods.

IV. Discount on the purchase price and withdrawal from the Contract

1. The Consumer is entitled to the reasonable discount on the purchase price or may withdraw from the Contract without giving the reasonable additional period if
 - a) the Seller has not repaired or replaced the Goods,
 - b) the Seller has not repaired or replaced the Goods in accordance with Section 623(4) and (6) of the Civil Code,
 - c) the Seller has refused to remove the defect pursuant to Section 623(2) of the Civil Code,
 - d) the Goods have the same defect despite the repair or replacement of the Goods,
 - e) the defect is of such the serious nature that it justifies the immediate discount on the purchase price or withdrawal from the Contract,
 - f) the Seller has declared, or it is apparent from the circumstances that it will not remove the defect within the reasonable time or without causing serious inconvenience to the Consumer.
2. In assessing the Consumer's right to the discount on the purchase price or withdrawal from the Contract under paragraphs 1(d) and 1(e) of this Article of the Complaints Policy, all circumstances shall be taken into account, in particular the type and value of the Goods, the nature and seriousness of the defect and the possibility of the Consumer being objectively required to have confidence in the Seller's ability to remove the defect.
3. The discount on the purchase price must be proportionate to the difference between the value of the Goods sold and the value the Goods would have had if they were free from the defects.
4. The Consumer may not withdraw from the Contract pursuant to paragraph 1 of this Article of the Complaints Policy if the Consumer participated in the cause of the defect or if the defect is insignificant. The burden of proving that the Consumer has participated in the cause of the defect and that the defect is insignificant shall be on the Seller.
5. If the Contract relates to the purchase of several Goods, the Consumer may withdraw from the Contract only in relation to the defective Good. In relation to the other Goods, the Consumer may only withdraw from the Contract if it cannot reasonably be expected that the Consumer will be interested in keeping the other Goods without the defective Good.
6. Upon withdrawal from the Contract or part thereof, the Consumer shall return the Goods to the Seller at the Seller's costs.
7. Upon withdrawal from the Contract, the Seller shall refund the purchase price to the Consumer no later than 14 days from the date of return of the Goods to the Seller or upon proof that the Consumer has sent the Goods to the Seller, whichever is earlier.
8. The Seller shall refund the purchase price to the Consumer or pay the Consumer the discount on the purchase price by the same method used by the Consumer to pay the purchase price, unless the Consumer expressly agrees to the different method of payment. All costs associated with the payment shall be borne by the Seller.
9. The Seller shall not be entitled to compensation for damages caused by normal wear and tear of the Goods and to remuneration for normal use of the Goods prior to withdrawal from the Contract.

V. Reimbursement of Seller's Costs

1. If the defect for which the Seller is liable is the result of the act or omission of another person in the same supply line, the Seller shall be entitled to reimbursement of the reasonable costs incurred by the Seller because of the defect and the Consumer's application of the right of liability for the defects against that person.

VI. Alternative Dispute Resolution

1. The Consumer has the right to submit the request for remedy to the Seller if the dispute arises between the Consumer and the Seller arising from the application of rights under liability for the defects or if the Consumer believes that the Seller has violated other rights of the Consumer.
2. The Consumer shall have the right to submit the proposal for the initiation of Alternative Dispute Resolution to the Alternative Dispute Resolution Organisation if the Seller has responded to the request under paragraph 1 of this Article of the Complaints Policy in the negative manner or has not responded to it within 30 days from the date of its dispatch.
3. Alternative Dispute Resolution is the procedure of the Alternative Dispute Resolution Organisation aimed at reaching the amicable settlement of the dispute between its parties, i.e. between the Consumer and the Seller.
4. The Alternative Dispute Resolution Organisation is, within the meaning of generally binding legal regulations, the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava 27, www.soi.sk or another authorized entity registered in the list of Alternative Dispute Resolution Organisations held by the Ministry of Economy of the Slovak Republic, which is available at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.
5. The Consumer can find out about the terms and conditions and the Alternative Dispute Resolution platform at: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.
6. The consumer can also submit the proposal for the initiation of the alternative dispute resolution through the alternative dispute resolution platform - see Art. 14(1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes) (OJ L 165, 18.6.2013). Link to the platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
7. The European Consumer Centres Network in the Consumer's country can explain the Consumer's rights, help the Consumer to resolve the dispute with the Seller based in another EU country, Iceland or Norway and tell the Consumer who to contact if they cannot help. The European Consumer Centres Network is the network of independently run offices co-funded by the European Commission: https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#how-ecc-net-works.