

## **Addendum to consumer relations**

### **1. Introductory regulations**

1.1. The Consumer Relations Addendum (hereinafter referred to as the "Addendum") shall apply if the Customer is also the Consumer. The following regulations will apply to such legal relationship:

- Act no. 40/1964 Coll. Civil Code as amended (hereinafter referred to as "OZ");
- Act no. 250/2007 Coll. on consumer protection, as amended (hereinafter "ZoOS");
- Act no. 102/2014 Coll. on the protection of consumers in respect of the sale of goods or the provision of services under a distance or off-premises contract, as amended ("ZoOSD").

1.2. The relations between the Supplier and the Consumer are governed by the General Business Conditions and this Addendum. In the event of a conflict between the regulations of the Addendum and the General Business Conditions, the preferred regulation of the Addendum shall prevail.

1.3. Please note that the Supplier's business activities focus only on Consumers within the Slovak Republic. If you are a Consumer who has his habitual residence outside the Slovak Republic, we may exceptionally deliver the goods to you, but the legal relations will be regulated by this Addendum (and Slovak law).

### **2. Additional information for the Consumer**

2.1. The Supplier's contact details are listed in the introduction (in the first paragraph) of the General Business Conditions and on the Supplier's website.

2.2. The contact e-mail for complaints and claims is [complaints@merchyou.com](mailto:complaints@merchyou.com).

2.3. The characteristics of the delivered goods result from the approved price quote / order in the sense of Art. 2 of the General Business Conditions.

2.4. The price quote / order also includes:

- transport, delivery, postage and other costs and charges (or, if such costs and charges cannot be determined in advance, the fact that such costs and charges may be included in the total price), and
- delivery conditions and the period within which the Supplier undertakes to deliver the goods.

2.5. For the avoidance of doubt, the delivery period stated in the approved price quote / order shall apply only if the Customer provides the Supplier with all necessary co-operation for the delivery of the goods (especially co-operation specified in Article 3 of the General Business Conditions).

2.6. If the Customer requests additional goods or services that are not part of the approved price quote / order, such additional services will be priced separately by the Supplier and will be delivered to the Customer only after the approval of the proposed price.

2.7. At the latest, together with the sending of the price quote, the Supplier informs the Customer about the characteristics of the goods, about the method of use and maintenance and about the danger resulting from its incorrect use and about the conditions of storage.

2.8. If the Sales Contract is created by accepting the Customer's order made through the Supplier's online store, the Supplier will provide the Customer with information in accordance with this article directly in the online store (before sending the order).

2.9. The Customer acknowledges and accepts that by approving the price quote / sending the order via the online store, he is obliged to pay the agreed Purchase Price.

2.10. Immediately after concluding the Sales Contract, the Supplier will provide the Customer with a confirmation of the conclusion of the contract in the form of sending the approved price quote / order and these General Business Conditions to the Customer's e-mail. The Customer agrees with the stated form of sending a confirmation of the conclusion of the Sales Contract.

### **3. Liability for defects in goods and warranty**

3.1. The Supplier provides a warranty for the delivered goods for a period of 24 months from the delivery of the goods to the Customer. The Supplier expressly notifies the Customer that the stated warranty period applies only to cases of non-commercial use of the goods; if the Customer uses the goods for commercial purposes, this Addendum does not apply to him.

3.2. The Supplier is responsible to the Customer for ensuring that the goods are free of defects upon receipt. The Supplier is responsible for ensuring that at the time the Customer receives the goods:

- (a) the goods have the characteristics agreed between the parties; and
- (b) the goods comply with the legal requirements.

3.3. The rights and obligations of the contracting parties in the event of defective performance are governed by §§ 499 to 510, §§ 596 to 600 and §§ 619 to 627 of the Civil Code and the relevant regulations of the ZoOS and ZoOSD.

3.4. In the event of a defect in the goods, the Customer may file a complaint to the Supplier and request:

(a) if the defect is remediable:

- free removal of defects in the goods, or
- exchange of goods for new goods or, if the defect concerns only a part of the goods, replacement of the part, if the Supplier does not incur disproportionate costs due to the price of the goods or the severity of the defect;

(b) if the defect cannot be remedied:

- a reasonable discount on the purchase price, or
- withdrawal from the Sales Contract.

3.5. The Customer has the right to withdraw from the Sales Contract,

(a) if the goods have a defect which cannot be rectified and which prevents the correct use of the item as a faultless item;

(b) if the goods cannot be used properly due to the recurrence of defects after repair;

(c) if the goods cannot be used properly due to a large number of defects.

3.6. Defective performance rights do not belong to the Customer if he knew before purchasing the item that the goods are defected, or if the defect was caused by the Customer himself.

3.7. The warranty does not cover defects in the goods, which were caused after receipt in the following cases:

(a) natural wear and tear of the goods;

(b) non-compliance with the principles of use (improper maintenance contrary to the instructions for use);

(c) the defect was due to negligence of routine maintenance.

3.8. The Supplier is obliged to accept the complaint. The Supplier is obliged to provide the Customer with a written confirmation of when they exercised their right, such as the content of the complaint, as well as confirmation of the date and manner of handling the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint.

3.9. The Customer can choose the method of complaint and its processing, if there are several options. After the Customer's decision to exercise the rights arising from the defective performance, the Supplier is obliged to determine the method of handling the complaint immediately, in complex cases no later than three working days from the date of the complaint, especially if a technical assessment of the condition of the goods is required. The handling of the complaint, including the elimination of the defect, may not take longer than 30 days from the date of the complaint. The expiration of this period in vain is considered a serious breach of contract and the Customer has the right to withdraw from the Contract or has the right to exchange the goods for new goods.

3.10. The Supplier informs the Customer about the result of the complaint in written form no later than 30 days from the date of the complaint.

3.11. In the case of a justified complaint, the Customer has the right to reimbursement of reasonably incurred costs associated with the complaint. The Customer may exercise this right with the Supplier within one month after the expiration of the warranty period.

#### **4. Complaint procedure**

4.1. The Customer undertakes to point out a defect in the delivered goods (hereinafter referred to as the "Complaint") immediately after its discovery and also undertakes to describe the relevant defect clearly enough in the Complaint.

4.2. Complaints can be made by written or e-mail notification addressed to the Supplier to the address specified in these General Business Conditions or listed on the Supplier's website.

4.3. The Customer is obliged to state in the Complaint the information necessary for the exact identification of the goods, the number of the delivery note or the invoice. Proof of payment of the Purchase Price must be submitted with the Complaint.

4.4. When making a complaint, it is necessary for the goods to be delivered to the Supplier for verification of defects. If the Customer sends the claimed goods to the Supplier, he cannot send them by cash on delivery, but only at his own costs, which will be reimbursed to him in the case of a justified Complaint. At the same time, the customer is obliged to properly pack the claimed goods for transport so that they cannot be subsequently damaged or otherwise degraded.

4.5. When making a Complaint, the person making the Complaint shall state the contact address (e-mail, telephone number) to which the Supplier will send a notification of the method of handling the Complaint.

4.6. The Supplier will immediately send the Customer a confirmation of the claim and will check the defects alleged in the Complaint. In the case of a justified Complaint, the Supplier will ensure the correction no later than thirty (30) days from the delivery of the Complaint (which contains all the necessary documents and information). The Supplier will send the Customer a document about the handling of the Complaint.

4.7. If the Customer has filed a Complaint of Goods within the first 12 months from the purchase of the goods, the Supplier may handle the Complaint by rejection only on the basis of professional assessment; Irrespective of the result of the professional assessment, the Customer may not be required to pay the costs of the professional assessment or other costs related to the professional

assessment. The Supplier is obliged to provide the Customer with a copy of the expert assessment justifying the rejection of the complaint no later than 14 days from the date of handling the complaint.

4.8. If the Customer has filed a Complaint of Goods after 12 months from the purchase and the Supplier has rejected it, the person who handled the Complaint is obliged to state in the Complaint handling document to whom the Customer can send the product for professional assessment. If the product is sent for professional assessment to a designated person, the costs of the professional assessment, as well as all other related purposefully incurred costs, shall be covered by the Supplier, regardless of the result of the professional assessment. If the Customer proves the Supplier's responsibility for the defect by professional assessment, he may file a Complaint again; the warranty period does not run during the professional assessment. The Supplier is obliged to reimburse the Customer within 14 days from the date of re-application of the Complaint all costs incurred for professional assessment, as well as all related purposefully incurred costs.

4.9. If the Customer is obliged to take back the goods from the Supplier after the end of the Complaint, the Customer is obliged to take over the goods without undue delay, but no later than within 30 days from the date of the request from the Supplier. If the Customer does not accept the Goods within the specified period, he is obliged to pay the costs for storage of the goods. If the Customer does not take over the goods even within 3 months from the date of their storage, the Supplier has the right to sell the goods. If the goods are sold, the Supplier will pay the Customer the proceeds from the sale after deducting the costs of storage and sale and other related costs.

4.10. This Article shall not apply to goods sold at a lower price due to a known defect for which a lower price has been agreed, to wear and tear of the goods due to their normal use, and with used goods shall not apply to a defect corresponding to the state of use or wear of the goods when it was taken over by the Customer or which results from the nature of the goods.

## **5. Withdrawal from the Sales Contract without giving a reason**

5.1. The Customer is not entitled to withdraw from the Sales Contract without giving a reason, because the Sales Contract involves the sale of goods made in accordance with the Customer's special requirements.

## **6. Additional rights related to the application of the complaint**

6.1. Complaint handling is in many cases difficult for both parties. For this reason, the Supplier provides the Customer with additional rights related to the application of the complaint (the exercise of rights related to the Complaint remains with the Customer), under the conditions specified in this article.

6.2. If the Customer makes claims against the Supplier related to any deficiencies associated with the delivery of goods (including defects) (hereinafter "Claim"), the Supplier may proactively propose compensation to the Customer in the form of a discount coupon for future orders. The discount coupon is provided in a value appropriate to the Customer's damage inflicted on the basis of the Supplier's estimate. The possibility to apply the discount is 6 months from the issuance of the coupon, or according to the validity stated on the specific discount coupon.

6.3. If the Customer agrees to the conditions of providing the discount coupon, the Customer's Claim shall be deemed to be settled and the claims arising from the Claim shall be fully settled. If the Customer does not agree with the conditions, he may proceed in the form of making a Complaint.

## **7. Delay in payment of the Purchase Price**

7.1. If the Customer is in arrears with the payment of the Purchase Price, the Supplier is entitled to charge statutory interest on arrears.

## **8. Final information**

8.1. The Supplier undertakes to comply with the MERCHYOU Code of Conduct, the text of which is available at [https://www.merchyou.com/media/Code-of-Conduct/Code-of-Conduct\\_EN.pdf](https://www.merchyou.com/media/Code-of-Conduct/Code-of-Conduct_EN.pdf). At the same time, the provider complies with the standards specified in the relevant Code of Conduct.

8.2. The Customer has the right to turn to the Supplier for a request for redress if he is not satisfied with the way in which the Supplier has processed his order or if he believes that the Supplier has violated his rights. The Customer has the right to use alternative (out-of-court) dispute resolution if the Supplier has rejected the Customer's request according to the previous sentence, or if he has not replied within 30 days from the date of sending his request. This does not affect the Customer's ability to go to court.

8.3. The Slovak Trade Inspection Authority, with its registered office at Bajkalská 21/A, 827 99 Bratislava 27, Slovak Republic, ID number: 17 331 927, is responsible for the alternative resolution of consumer disputes arising from the Sales Contract, which can be contacted at the following address: Slovak Trade Inspection Authority, Central Inspectorate, Department for International Relations and Alternative Dispute Resolution, Bajkalská 21/A, p. p. 29, 827 99 Bratislava 27 or electronically at [ars@soi.sk](mailto:ars@soi.sk), or [adr@soi.sk](mailto:adr@soi.sk). An online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can also be used to resolve disputes under the Agreement.

8.4. The European Consumer Center in the Slovak Republic with its registered office at Mlynské nivy 44/a, 827 15 Bratislava, Slovakia, with the online address: <http://esc-sr.sk/> is the contact point according to EU Regulation no. 524/2013 of 21 May 2013 on the settlement of consumer disputes online, amending Regulation (EC) no. 2006/2004 and Directive 2009/22/EC (Online Consumer Dispute Resolution Regulation).