

# CLAIMS PROCEDURE

Goods claims are governed by the relevant provisions of the Civil Code and the Consumer Protection Act and apply to consumer goods for which the Buyer-Consumer's rights are exercised from liability for defects during the warranty period. If a defect is found to be a significant breach of contract (based on a written assessment of the Freshlabels Claims Department or a supplier or manufacturer, if the nature of the product requires as such), these goods shall be exchanged for a new item, or the already-paid price for the goods shall be returned. In such a case postage will also be refunded against the tax document (it is sufficient to send the document together with the order number to [info@freshlabels.cz](mailto:info@freshlabels.cz)). The postage shall be returned in the amount corresponding to the cheapest offered method of goods delivery.

Rights and responsibilities for defects to goods do not apply in particular to cases where a defect or damage occurs:

- via mechanical damage to goods,
- demonstrably unlawful interference with a device, natural disaster or mechanical damage,
- electrical surges (visible burnt components or printed circuits) with the exception of normal deviations,
- demonstrably incorrect use,
- use inconsistent with the instructions for use or the instructions specified in the package or on the goods warranty sheet,
- use contrary to generally-known usage rules,
- demonstrable use under conditions that do not correspond in their temperature, dustiness, humidity, chemical and mechanical effects of the environment directly determined by the manufacturer, or which clearly arise from the nature of the item,
- demonstrably unprofessional installation and operation,
- if the submitted warranty sheet shows clear signs of the changes made to the data or if the goods have a different production number than the number specified in the warranty sheet.

The seller's liability for defects does not apply to depreciation caused by routine use, for goods sold at a lower price for a defect for which the lower price was agreed, and for used goods for a defect corresponding to the degree of depreciation that the goods had at the time of takeover by the buyer.

For gifts that the seller provides to the buyer free of charge as part of a purchase agreement for other paid goods, no warranty or liability for defects over and above the law can be applied. In the case of withdrawal from the purchase agreement, the buyer is obliged to return the goods that are provided as a gift in their original condition to the seller.

In the event of defective fulfilment, which constitutes a material breach of agreement, the buyer shall be entitled to:

1. removal of defects via the repair of the item
2. removal of defects via the delivery of a new item without defects, or the delivery of a missing part
3. a reasonable discount on the purchase price, or
4. withdraw from the agreement.

## **1. HOW TO CLAIM DEFECTIVE GOODS**

### **1.1 Claims (notifications) for defective goods**

1.1.1 The buyer shall be obliged to claim (notify of) defects to goods at the establishment or warehouse of the seller as they are specified in the General Commercial terms of the seller (Article 7.6).

1.1.2 The buyer shall be obliged to send claimed goods or otherwise deliver them to the seller immediately after ascertaining defects.

The period for which the buyer is late in sending the goods to the seller shall not be counted in the deadline for settling claims. 1.1.3

The buyer shall be obliged to prepare the claimed goods for transportation so that the goods are not damaged (for example, the buyer is required to wrap a watch in protective film inside the shipping parcel so that the watch is fixed in place to prevent any

further damage to the machine), and the buyer shall also be obliged to label the goods according to their nature (fragile, etc.). The risk of damage to an item is borne by the buyer until its delivery to the seller. The buyer shall be obliged to also describe in writing how the defect is manifested (or how it emerged).

1.1.4 The buyer shall be obliged to deliver the claimed goods to the seller clean (washed clothes, shoes cleaned but not washed).

1.1.5 If, pursuant to a concluded purchase agreement, the goods manifest apparent deficiencies (for example broken transport packaging) when the goods are received, the buyer shall be entitled to not to accept the goods. In such a case the goods shall be sent back to the seller. The seller shall be obliged to put everything in order and send the goods to the buyer as soon as possible.

1.1.6. The seller shall not be obliged to satisfy the claim of the buyer if the seller proves that the buyer knew about or caused the defect to the goods.

## **2. SETTLEMENTS OF CLAIMS BY THE SELLER**

2.1. The seller shall be obliged to settle a claim submitted by the buyer-consumer at the latest within 30 days from the date of the exercising of claim, taking into account the deadline for the sending of the goods by the buyer. In justified cases, the seller shall be entitled to request the buyer to negotiate a longer period. The seller shall inform the buyer of the settlement of the claim by email to the buyer's email address used when the purchase agreement was concluded. If claimed goods are sent to the seller, the date of the claims is received shall be considered the date the last part of the goods is received by the seller. The date that a claim is settled shall be considered the date when the buyer – consumer is informed by the seller about how the claim was settled.

2.2. When a claim is exercised by the buyer – consumer, the seller shall issue to the buyer a written confirmation that the buyer claimed the goods, what the content of the claim is and how the

buyer wishes the claim to be settled, as well as a confirmation of the date and method of how the claim is settled, including a confirmation of carried out repairs and the duration thereof, or a written justification of refusing a claim.

2.3. With regard to a claim sent to the seller by post, the seller shall be obliged to send to the buyer the claims form in writing. The form must contain the name, surname, mailing address and email address of the buyer.

2.4. The obligation to write up a claims form also concerns other persons designated to make repairs.

2.5. The buyer shall be obliged to pick up the claimed goods at the latest within one month of the expiration of the period during which claims are to be settled and, if settled later, within one month of notification of its settlement, unless the seller and the buyer agree otherwise. If the buyer does not pick up the claimed goods within the specified time limit, the seller shall become entitled to a storage fee of 50 CZK for each day of delay in picking up the goods, or to the self-help sale under the terms and conditions stated in the commercial terms of internet store Freshlabels.cz and in the Civil Code.

### **3. ADDRESSES OF THE SELLER**

3.1 Sending address for claims for Czech and foreign customer (buyer):

- Freshlabels s.r.o. Stanová 2 Teplice 41501

3.2 Establishments where a claim may be exercised and claimed Goods submitted:

- Freshlabels Flagship Store Jindřišská 15 110 00 Prague 1

- Freshlabels Sustainable Store, Milady Horákové 11, 170 00 Prague 7

### **4. CLOSING PROVISIONS**

4.1 This Claims Procedure shall become valid and effective on 1.11.2018. Freshlabels s.r.o. reserves the right to change or

supplement the wording of the Claims Procedure. Changes or supplements shall become valid and effective on the date they are published on the Freshlabels.cz website

For download: Freshlabels Claims Form (PDF)