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COMPLAINTS PROCEDURE (LIABILITY FOR DEFECTS, WARRANTY, CLAIMS)

This Complaint Procedure is governed by the relevant provisions of the Civil Code as amended and the provisions of Act No.250/2007 Coll. on Consumer Protection and on Amendments to the Act of the Slovak National Council No.372/1990 Coll. on Offences as amended in the case of liability for defects and the application of liability for defects in goods sold and services provided.

The Seller shall be liable for product defects and the Buyer shall immediately file a claim with the Seller in accordance with the applicable claims procedure. The warranty period for the sold products is determined by the general law - the Civil Code in force at the time of sale.

The valid Complaints Procedure shall apply to the handling of complaints. By sending an order to the Seller, the Buyer confirms that he/she has been duly informed about the conditions and method of claiming goods, including information on where the claim can be made, and about the performance of warranty repairs in accordance with §18 (1) of Act No. 250/2007 Coll. 372/1990 Coll. on offences, as amended (hereinafter referred to as the "Act").

The Complaints Procedure applies to the product purchased by the Buyer on the Seller's e-commerce website www.secom.store, or via electronic mail, or otherwise.

The Complaints Procedure in this form is valid for all commercial cases, unless other warranty conditions are contractually agreed.

The Buyer has the right to claim a warranty from the Seller only for a product that has defects caused by the manufacturer, supplier or Seller, is covered by the warranty and was purchased from the Seller.

The Buyer shall inspect the product upon receipt of the product. Upon discovery of a defect in the product, he may make claims for defects discovered during this inspection. During the warranty period, the customer has the right to have the defect rectified free of charge by presenting the product to the seller together with the proof of purchase.

If the product shows defects, the customer has the right to file a claim with the seller in accordance with the provisions of §18 (2) of the Consumer Protection Act by e-mail or telephone contact.

The complaint procedure for a product that can be objectively submitted to the Seller begins on the day when all of the following conditions are met: the consumer has submitted the complained product to SECOM ANALYTICS, Priemysel'na 10, 918 38 Trnava, together with the complained product, a proof of purchase - a receipt (invoice), the name and address of the consumer, or telephone contact, a precise description of the product defect, or how the product defect occurred, has been submitted to the aforementioned address.

A sample complaint report is available on the webshop at www.secom.store

The start of the complaint procedure is also the date of the complaint. The Buyer shall notify the Seller's email address of the product complaint. The Seller is obliged to accept the complaint.

The Buyer shall claim liability for product defects from the Seller without undue delay.

On the day of receipt of the complaint, the Seller shall issue to the Buyer a document of receipt of the product complaint in written form, e.g. in the form of an e-mail or in written form, in which the Seller is obliged to precisely indicate the defects of the product in accordance with the provisions of Section 18(5) of the Act.

If the buyer makes a claim, the seller or his authorized employee or designated person is obliged to instruct the buyer about his rights under the general regulation on the basis of the buyer's decision, which of these rights the buyer claims, is obliged to determine the method of handling the claim under Section 2 (m) of the Act immediately, in complex cases no later than 3 working days from the date of the claim, in justified cases, especially if complex technical evaluation of the condition of the product or service is required, no later than 30 days from the date of the claim. Once the method of handling the complaint has been determined, the complaint shall be handled immediately; in justified cases, the complaint may be handled later; however, the handling of the complaint shall not take longer than 30 days from the date on which the complaint was lodged. After the expiry of the period for processing the complaint, the buyer has the right to withdraw from the contract or to exchange the product for a new product.

The Buyer does not claim warranty for defects of which the Seller was notified at the time of conclusion of the contract.



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The buyer's right to claim the warranty from the seller shall be extinguished:

failure to provide proof of payment (we recommend that the buyer secure and retain a copy of the proof), delivery note the expiry of the warranty period of the product, use of the product in conditions that do not correspond to the natural environment,

improper handling, operation or neglect of the product, damage to the product by excessive loading, improper handling, or use contrary to the conditions stated in the documentation, general principles, technical standards or safety regulations in force in the Slovak Republic, damage to the product by unavoidable or unforeseeable events, damage to the product by accidental destruction and accidental deterioration, other unprofessional intervention, damage or atmospheric electricity or other force majeure, unauthorised interference with the product.

The Seller is obliged to handle the complaint and terminate the complaint procedure in one of the following ways:

by handing over the repaired product, by replacing the product, by refunding the purchase price of the product, by paying a reasonable discount on the price of the product, by a written invitation to take over the performance specified by the Seller, by a reasoned rejection of the product complaint.

The Seller is obliged to issue the Buyer with a written proof of the settlement of the complaint within 30 days from the date of the complaint.

The warranty period is 24 months for sold goods and for custom-made goods from the date of conclusion of the purchase contract. The warranty period shall be extended by the period during which the buyer has been unable to use the goods due to warranty repair of the goods.

In the case of a remediable defect, the claim shall be handled as follows:

Seller will ensure that the defect is rectified; or, Seller will replace the defective product with a new product identical to the product complained of. If it is a defect that cannot be removed, or if it is a single repetitive removable defect, or if it is a number of different removable defects that prevent the product from being properly used as without defect, the Seller shall settle the complaint by: cancelling the contract of sale, or, at the Customer's request, by replacing the product with another functional product of the same or better technical parameters, or, if the Seller cannot replace the product with another one, by issuing a credit note for the defective product.

For the purposes of the claim, the occurrence and rectification of the same rectifiable defect more than twice shall be deemed to be a repeated recurrence of the same rectifiable defect. For the purposes of a claim, the occurrence and rectification of more than two different rectifiable defects shall be deemed to be multiple recurring recurring defects.

In the event that the Seller terminates the complaint procedure as a legally justified rejection of the complaint, but the product defect, according to the consumer, objectively exists and has not been eliminated, the Buyer may exercise his right to eliminate the product defect through the court. The warranty does not cover unprofessional intervention in the product or failure to follow the procedure specified in the instructions for use - for products for which such a procedure is implied by the nature of the product.

Instructions to Buyer: If the defect is one that can be rectified, the buyer has the right to have it rectified free of charge, in a timely and proper manner. The seller is obliged to remove the defect without undue delay.

The Buyer may, in lieu of remedying the defect, require replacement of the product or, if the defect relates only to a part of the product, replacement of the part, provided that the Seller does not incur disproportionate costs in relation to the price of the product or the seriousness of the defect.

The seller may always replace the defective product with a faultless one instead of removing the defect if this does not cause the buyer serious inconvenience. If there is a defect which cannot be remedied and which prevents the product from being properly used as a product without defect, the buyer has the right to have the product replaced or to withdraw from the contract. The same rights shall apply to the buyer if the defects are remediable, but if the buyer cannot properly use the product due to the recurrence of the defect after repair or due to a greater number of defects. In the case of other irremediable defects, the buyer is entitled to a reasonable discount on the price of the product.

Alternative out-of-court dispute resolution

The Buyer has the right to contact the Seller with a request for redress, by e-mail to: info@sanl.eu, or in writing to SECOM ANALYTICS, Priemysel'ná 10, 918 38 Trnava, if he is not satisfied with the way the Seller has handled his complaint or if he believes that the Seller has violated his rights. If the Seller responds to this request in a negative manner or fails to



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respond within 30 days of sending it, the consumer has the right to submit a proposal for the initiation of an alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as ADR entity) pursuant to Act No. 391/2015 Coll. ADR entities are bodies and authorised legal persons pursuant to §3 of Act 391/2015 Coll. The consumer may submit a proposal in the manner determined pursuant to §12 of Act 391/2015 Coll.

Alternative dispute resolution can only be used by a consumer - a natural person who is not acting within the scope of his/her business, employment or profession when concluding and performing a consumer contract. Alternative dispute resolution applies only to a dispute between a consumer and a seller arising out of or relating to a consumer contract.

Alternative dispute resolution shall apply only to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for the initiation of ADR up to a maximum of EUR 5 including VAT.