

Complaints Handling Procedure

This Complaints Handling Procedure follows the provisions of the Act no. 89/2012 of the Coll., the Civil Code and the Act no. 634/1992 of the Coll., on Consumer Protection (no. 634/1992 of the Coll.), as amended, and applies to consumer goods (hereinafter only "Goods") in case of which the buyer's rights arising from the liability for defects (hereinafter only "Complaints") are exercised during the warranty period.

A consumer is every person who enters into a contract with an entrepreneur or otherwise negotiates with an entrepreneur outside his/her business activity or outside the independent exercise of his/her profession.

The Seller is Štefan Čonka, Jana Palacha 1636, 27201 Kladno, IČ: 74269305.

Cosmangacraft.com. is a person who during the conclusion and fulfillment of the contract acts in the framework of his business or other entrepreneurial activity. He is an entrepreneur who directly or through other entrepreneurs supplies the Buyer the goods or provides services.

A Customer of our e-shop is either a Buyer that is a consumer or a Buyer that who during the conclusion and fulfillment of the contract acts in the framework of his or her business or other entrepreneurial activity.

Defects of goods

The Seller is responsible for ensuring that the goods have no defects at the time of the takeover. Especially, the Seller is responsible to the Buyer that

- the goods has the characteristics agreed between the buyer and the Seller, and if there is no such agreement, the goods has the characteristics described by the Seller or manufacturer in the instructions for use,
- the goods is suitable for the purpose stated for their use by the Seller, or for purpose that the goods of this nature is usually used for
- the goods has corresponding quality or finish as an agreed sample or template, if the quality or finish as defined by previously agreed sample or template.
- the goods are an item in the corresponding quantity, size or weight
- the goods comply with the requirements of legal regulations.

Rights arising from defective performance

If the goods does not have the aforementioned properties, the Consumer can demand the supply of a new, defect-free goods, if it is not unreasonable in regard to the nature of the goods, but if only a part of the goods is defective, the Consumer can demand only the replacement of said part; if that is not possible, he or she can withdraw from the contract.

If such a procedure is disproportionate to the nature of the defect, especially if the defect can be corrected without undue delay, the consumer has the right for a free-of-charge removal of the defect.

The Consumer has the right to demand the supply of new goods or a replacement of defective part also in the case of a correctable defect, if he or she cannot use the goods because of a repeated occurrence of the defect after repairs or because of a larger amount of defects. In that case, the consumer has the right to withdraw from the contract.

In case that the Consumer does not withdraw from the contract or if he or she does not exercise his or her right to be supplied with new goods, replacement part or repair of the goods, he or she can demand a reasonable discount. The consumer has the right to reasonable discount also in the case that the Seller cannot supply new defect-free goods, replace the defective part or repair the goods, as well as in the case that the Seller does not rectify things in a reasonable timeframe or in the case that the rectification would mean serious problems for the Consumer

The rights arising from defective performance shall not apply in case that the Buyer was aware of the defect at the time of acceptance of the goods, or in the case that said defect was caused by the Buyer.

Warranty Periods

The Consumer can exercise his or her rights arising from defective performance in 24 months from the acceptance of the goods. If a defect manifests itself in less than 6 months since acceptance, the goods is considered defective at the time of acceptance of the goods by the customer.

The warranty period starts at the day of acceptance of the goods by the customer. The warranty period of a Buyer Consumer is 24 months, but for a Buyer that acts in the framework of his or her business or other entrepreneurial activity, the warranty period is only 12 months. The warranty period is extended by the time the goods spent in warranty repair. In case of replacement of defective goods with new goods, consumer acquires a new warranty period .

Others

The responsibility of the Seller for the defects shall not apply for goods sold for lower price because of defect that was the reason for agreed lower price, for regular wear and tear of the goods caused by common use, for used goods in case of a wear according the level of use or a wear that the goods displayed at the time of the takeover, or if given by the nature of the goods.

The Consumer is entitled to withdraw from the contract in all cases defined by the Act. The withdrawal is effective towards the Seller from the moment when the announcement of rescission from the Buyer is delivered to the Seller, if all necessary legal provisions are fulfilled. In case of the withdrawal from the contract, the contract is cancelled as whole and both contractual parties are obliged to return to each other everything mutually provided on its basis. In the case of contract withdrawal arisen from the exercise of rights arising from defective performance, the Buyer returns the contractual performance only in an extent objectively reasonable for said situation.

Complaint Settlement

A complaint, including the removal of a defect, must be settled without undue delay, **within 30 days from** the date the complaint (acceptance of goods) was submitted, unless the seller and the buyer agree on a longer period. After the expiry of this period, the buyer consumer and the buyer non-entrepreneur are granted the same rights as in case of a fundamental breach of contract according to § 2106 of the Act no. 89/2012 of the Coll., the Civil Code.

The term for the settlement of complaints is suspended if the seller has not received all the documents necessary for handling the complaint (parts of goods, other documents, etc.). The

seller is obliged to request additional documentation from the buyer in the shortest possible time. The term is suspended from that date, until the buyer supplies the requested documents.

In a situation where it is necessary to send the goods to the Seller, it is in the best interest of the buyer to pack the goods in a suitable and sufficiently protecting packaging material meeting the requirements of the transport of fragile goods, including all the accessories, and to identify the consignment using appropriate symbols.

The right to a warranty claim expires in case of improper assembly or improper commissioning of the goods, as well as in case of improper handling, i.e. especially when using the goods in conditions the parameters of which do not correspond to the parameters specified in the documentation of the goods.

In case of the withdrawal from the purchase contract or provision of a discount from the purchase price, the payment in question is refunded to the buyer by means of transfer to a bank account or it is refunded in cash.

This Complaints Handling Procedure takes effect on 25th October 2016. Changes to the Complaints Handling Procedure are reserved.