Return Policy of VIMRON s. r. o.

Part I.

I. General provisions

I. This Complaints Procedure (hereinafter referred to as "RP") applies to the Goods and regulates the procedure for exercising the rights of the Buyer, who, during the warranty period, claims responsibility for defects (complaints) against the company **VIMRON s. r. o., ID: 44 817 134, with registered office in 851 01 Bratislava, Kopčianska 35, registered in the Commercial Register of the Municipal Court Bratislava III, section: Sro, insert 59411/B** as seller and buyer.

II. Definitions of terms

I. Capitalized terms used in this RP, GTC, Agreement or documentation related to the RP have the meaning defined in this RP, GTC, Agreement or other documentation related to it. The designation of the contractual parties (Seller and Buyer) in the sense of this RP applies to the contractual parties regardless of their verbal designation in the text of another document related to this RP.

II. **Order**, manifestation of the will of the Buyer, by which he applies his will to deliver the Goods in accordance with the General Terms and Conditions, on the basis of which the Seller delivers the Goods.

III. The **seller**, the company VIMRON s. r. o., ID number: 44 817 134, with registered office 851 01 Bratislava, Kopčianska 35, registered in the Commercial Register of the City Court Bratislava III, section: Sro, insert 59411/B.

IV. The **buyer** is a consumer or entrepreneur.

IV.I A **consumer** is a natural person who, when concluding and fulfilling a consumer contract, does not act within the scope of his business activity, employment, profession or other business activity.

IV.II The **entrepreneur** is:

- a person registered in the commercial register,
- a person who does business on the basis of a trade license,
- a person who does business on the basis of a license other than a trade license according to special regulations,
- a natural person who carries out agricultural production and is registered in accordance with a special regulation.

The buyer acknowledges that if he states his identification number (ID) in the order, the rules stated in the GTC for entrepreneurs apply to him.

The buyer (entrepreneur) does not have the status of a consumer. For the purposes of this RP, the term "entrepreneur" also refers to a person authorized by the entrepreneur to act on his behalf, or an employee authorized by the entrepreneur, if this follows from the nature of the individual provisions of this RP.

V. **Commercial Code**, Act no. 513/1991 Coll. The Commercial Code in its draft version.

VI. **Civil Code**, Act no. 40/1964 Coll. Civil Code as amended.

VII. **Legal regulations**, all national (or state) legislation of the Slovak Republic, including applicable legislation of the European Union, regulations, decrees and other generally binding legal regulations of public authorities.

VIII. **Goods**, products of the Seller specified in more detail by the Contract and/or Order, which the Seller delivers to the Buyer. A product that was manufactured for the Buyer based on his specific requirements and was not yet in the Seller's portfolio is also considered a product; as well as a product that has been customized (visually, technically, etc.) according to the Buyer's requirements.

IX. **RP,** this Complaints Procedure of the Seller.

X. **Act**, Act No. 250/2007 Coll. on consumer protection and amending Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended.

Part II.

Special provisions for Consumers

I. The seller is responsible for defects in the goods and the buyer is obliged to file a claim with the seller without delay in accordance with the valid RP. The purchase receipt serves as a warranty card.

II. The processing of complaints is subject to the valid RP published on the Seller's website www.vimron.com/legal . Before sending the order to the seller, the buyer confirms that he has read the RP and agrees with it in its entirety, and at the same time confirms that he has been properly informed about the conditions and method of claiming the goods, including information about where the claim can be made, and about the performance of warranty repairs in accordance with section § 18 par. 1 of the Act.

III. RP applies to goods purchased by the buyer directly from the Seller, an intermediary, or his sales representatives.

IV. RP is valid unless other warranty conditions are contractually agreed.

V. The Buyer has the right to claim a warranty from the Seller for goods that show defects caused by the manufacturer or the Seller, are covered by the warranty and were purchased from the Seller.

VI. The buyer is obliged to inspect the goods upon receipt of the goods. If he does not do so, he can make claims from defects found during this inspection, only if he proves that the goods already had these defects at the time of receipt of the goods.

VII. The buyer is obliged to check the shipment, i.e. the goods, as well as their packaging, immediately upon delivery. If the buyer discovers that the packaging of the goods is mechanically damaged, he is obliged to notify the carrier of this fact and check the condition of the goods in his presence. In the event of damage to the goods upon receipt, the Buyer is obliged to immediately upon receipt of the goods make a record of the extent and nature of the damage to the goods (damage record), the correctness of which will be confirmed by the transport company, or he may refuse to accept the goods from the transport company for the stated reason; the transport company shall indicate the refusal to take over the goods together with the reason on the delivery note of the transport company. On the basis of the record thus prepared and delivered to the seller, the seller, after concluding the damage event with the transport company, can provide the removal of the lack of goods, a discount on the goods and, in case of irreparable defects in the goods, deliver new goods to the buyer.

VIII. Upon delivery of the shipment, in the event of detection of broken or damaged packaging and/or goods, damage with loss of content, we recommend not accepting the shipment and proceeding according to paragraph VII. of this point. In the case of taking over and discovering broken or damaged packaging and/or goods, this must be reported within

24 hours of receiving the shipment at the latest. In order to write a damage report, you need the damaged product, the packaging of the shipment, proof of acceptance of the shipment, the receipt document - invoice. You can inform us about reporting and writing a damage report by email at support@vimron.com.

IX. Claims for mechanical damage to the goods, which were not apparent when the shipment was received, must be made immediately after receiving the shipment, but no later than within 24 hours of the delivery of the goods. In the case of a later report of detected mechanical damage to the goods, the Buyer is obliged to prove that the mechanical damage to the goods could not be discovered within 24 hours even after a thorough inspection. The buyer will only be able to assert claims from later discovered defects of such damaged goods if he proves that the goods already had the claimed defects at the time of taking them over from the Seller or the transport company. Before the first use, the buyer is obliged to study the warranty conditions, including the attached user manual, and then strictly follow this information. The buyer is entitled to check the completeness of the packaging when taking over the product (both personal and non-personal). When delivered by a transport company, the buyer is entitled to write a damage report on the spot about the incompleteness of the packaging. The buyer is obliged to check the contents of the package immediately, the buyer will only be able to claim claims for defects of such damaged goods if he proves that the goods already had the claimed defects at the time of receipt.

X. During the warranty period, the Buyer has the right to remove the defect free of charge after presenting the goods, including accessories, documentation and instructions, to the Seller together with proof of payment, which also serves as a warranty certificate.

XI. If the goods show defects, the buyer has the right to claim by sending the goods to the address VIMRON s. r. o., Kopčianska 35, 851 01 Bratislava, together with the completed claim form and deliver it to the Seller. The complaint form can be found on the website www.vimron.com/legal. The buyer is obliged to indicate exactly the type and extent of defects in the goods in the form. The complaint procedure for goods that can objectively be delivered to the Seller begins on the day when the following conditions are cumulatively met:

a) delivery of the completed complaint form to the seller,

b) delivery of the claimed goods to the seller,

c) delivery of access codes, passwords, etc. to the seller's goods, if they are required for the proper application of the claim and its subsequent processing.

XII. The costs of delivery of the claimed goods to the Seller are borne by the Buyer. The seller recommends that the buyer insure the shipment of goods. The seller does not accept the goods sent on cash on delivery.

XIII. The beginning of the complaint procedure is also the day of application of the complaint. Claimed goods must be delivered to the Seller's headquarters listed in Part I. Point II. Section III. of this RP, unless the seller specifies otherwise and/or by mutual agreement with the buyer. In case of any confusion, the Seller can be contacted at the e-mail address support@vimron.com.

XIV. The seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible, i.e. at his headquarters or at the person designated by him in accordance with section § 18 par. 2 of the Act.

XV. In the place determined according to Part I. Point II. Section III. of this RP for receiving complaints, the seller is obliged to ensure the presence of a person authorized to handle complaints in accordance with sec. § 18 par. 3 of the Act.

XVI. The buyer is obliged to complain about product defects to the seller without unnecessary delay, otherwise the buyer loses his right to the seller to remove the defect free of charge.

XVII. The seller or designated person will issue the buyer with a confirmation of the application of the goods complaint, in

which he will accurately indicate the defects of the goods in accordance with section § 18 par. 5 of the Act and instructs the Buyer about his rights, which arise from sec. § 622 and para. § 623 of the Civil Code. If the claim is made via means of remote communication, the seller is obliged to deliver the confirmation of the claim to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest together with a document on the completion of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way.

XVIII. On the basis of the buyer's decision, which of its rights in accordance with section § 622 and para. § 623 of the Civil Code applies, the seller or designated person is obliged to determine the method of handling the claim according to section § 2 letter m) of the Act immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required, no later than 30 days from the date of the start of the complaint procedure. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately, in justified cases the complaint can be handled later. However, the processing of the claim must not take longer than 30 days from the date of application of the claim. After the expiry of the deadline for processing the complaint, the consumer has the right to withdraw from the contract or has the right to exchange the goods for new goods. The seller informs the buyer about the end of the complaint procedure and the result of the complaint in the form agreed between both contracting parties (by e-mail and/or registered letter) and at the same time the complaint protocol will be delivered to the buyer together with the goods. If the buyer made a complaint about the goods within the first 12 months from the conclusion of the purchase contract, the seller can handle the complaint by rejecting it only on the basis of an expert opinion or an opinion issued by an authorized, notified or accredited person or the opinion of a designated person (hereinafter referred to as "expert assessment of the goods"). Regardless of the result of the expert assessment, the seller cannot require the buyer to pay the costs of the expert assessment of the goods or other costs related to the expert assessment of the goods.

XIX. In the event that the buyer made a complaint about the product after 12 months from the conclusion of the purchase contract and the Seller rejected it, the person who processed the complaint is obliged to indicate in the complaint handling document to whom the buyer can send the goods for expert assessment. If the buyer sends the goods for expert assessment to the specified person specified in the claim document, the costs of the expert assessment of the goods, as well as all other related costs, are borne by the seller, regardless of the result of the expert assessment. If the buyer proves the seller's responsibility for the claimed defect in the goods through a professional assessment, he can apply the claim again; the warranty period does not expire during the expert assessment of the goods. The seller is obliged to reimburse the buyer within 14 days from the date of the renewed claim all demonstrably incurred costs for the expert assessment of the goods, as well as all related purposefully incurred costs. A renewed claim cannot be rejected.

XX. The warranty does not apply to defects that the Buyer was informed about at the time of concluding the contract or that he had to know about, taking into account the circumstances at the time of concluding the contract.

XXI. The seller can always replace the claimed goods with a new one instead of removing the defect, if this does not cause serious difficulties for the buyer.

XXII. The buyer's right to claim the warranty with the seller expires:

a) by not submitting a proof of payment, which serves as a warranty card, accessories or product documentation,

b) by not reporting obvious errors when taking over the goods,

c) upon expiry of the goods' warranty period,

d) mechanical damage to the goods caused by the buyer,

e) damage to the goods due to excessive loading or use contrary to the conditions specified in the documentation, general principles, technical standards or safety regulations valid in the Slovak Republic,

f) using the goods contrary to the instructions for use

g) by unprofessional handling, service or neglect of the care of the goods,

h) damage to the goods due to unavoidable and/or unforeseeable events,

i) and damage to goods due to accidental damage and accidental deterioration,

j) by unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or other force majeure,

k) any interference with the goods by an unauthorized person.

XXIII. The warranty does not cover normal wear and tear of the Product and/or its parts caused by use. A shorter lifespan of the Goods and/or any of its parts cannot be considered a defect and cannot be claimed for.

XXIV. In the event that the goods upon acceptance by the buyer do not comply with the purchase contract, the buyer has the right to have the seller restore the item to a condition corresponding to the purchase contract, free of charge and without unnecessary delay, according to the buyer's requirements, either by replacing the goods or by repairing them. If such a procedure is not possible, the buyer can demand a reasonable discount on the price of the goods or withdraw from the contract. This does not apply if the buyer knew about the violation of the purchase contract before taking over the goods or caused the violation of the purchase contract himself. A discrepancy with the purchase contract that manifests itself within six months from the date of receipt of the goods is considered a discrepancy existing upon its receipt, if this does not contradict the nature of the goods or if the contrary cannot be proven. In the event of a discrepancy between the goods and the contract, the consumer is entitled to the so-called rectification, namely:

a) by bringing the consumer goods to a condition corresponding to the contract free of charge through repair,

b) by an adequate reduction of the purchase price,

c) substitute delivery of goods,

d) by withdrawing from the contract.

XXV. The seller handles the complaint and ends the complaint procedure in one of the following ways:

a) by handing over repaired goods,

b) by exchanging goods,

c) by returning the purchase price of the goods,

d) by paying a reasonable discount on the price of the goods,

e) by a written request for the seller to take over the specified performance,

f) justified rejection of the goods claim.

XXVI. The seller is obliged to issue a written document to the buyer about the method of determining the method of processing the claim and the processing of the claim no later than 30 days from the date of the claim through the postal or courier service provider, or via e-mail.

XXVII. We provide an extended 36-month (3-year) warranty on Vimron devices. The warranty period is 36 months and begins to run from the day the goods are received by the buyer. The warranty period is extended by the period during which the buyer could not use the goods due to the warranty repair of the goods.

XXVIII. In the case of exchanging the goods for new ones, the warranty period starts from the receipt of the new goods.

XXIX. All warranty repairs are free of charge if the right to claim the warranty has not expired by the time of their application.

XXX. With regard to a defect that can be removed, the claim will be processed depending on the buyer's decision and the seller will ensure that the defect is removed, or the seller will replace the defective goods.

XXXI. In the case of a defect that cannot be removed, or one removable defect that has been repeated several times, or a larger number of different removable defects, and which prevent the goods from being properly used as without defects, the seller will handle the claim, depending on the buyer's decision, by replacing the goods for new goods, or with the same or better technical parameters, or in the event that the seller is unable to exchange the goods for another one, he will settle the claim by issuing a credit note for the defective goods.

XXXII. With regard to a defect that can be removed, the claim will be processed depending on the buyer's decision and the seller will ensure that the defect is removed, or the seller will replace the defective goods.

XXXIII. For the purposes of the complaint, the occurrence of one removable error more than twice is considered as a multiple-repeated removable error. A greater number of different removable errors is considered the occurrence of more than three different removable errors at the same time.

XXXIV. For the purposes of the complaint, the period during which the buyer cannot properly use the goods after the conclusion of the purchase contract due to defects in the goods is considered to be a period of more than 180 days in total.

XXXV. The buyer's right to claim a defect in the goods is exhausted after he has exercised his right and asked the seller to remove the defect in the goods, and regardless of the outcome of the claim, he is no longer entitled to make a claim repeatedly for the same unique defect (not a defect of the same type).

XXXVI. In the event that the seller terminates the complaint procedure as a justified rejection of the complaint, but the product defect objectively exists and has not been removed, the buyer can exercise his right to remove the product defect through the court.

XXXVII. Notices in connection with the claim:

Goods delivered for a claim containing access passwords to the system can be returned without repair, as it is not possible to reinstall the system of the device and remove the system malfunction. The buyer is obliged to indicate the given passwords when submitting a claim, or to remove them before delivery for a claim. It is not possible to handle the complaint without removing the product passwords. If the product is registered for a location service, the device must first be deregistered from the service. If access is blocked after the seller or the service center has received the complaint, the date of delivery of the access codes to the buyer will be taken as the beginning of the complaint procedure.

If the purchased device was handed over by the buyer without the original packaging or replacement packaging, the Seller does not assume responsibility for possible damage to the device during transport to the service center.

In the event that the device's firmware is changed during the repair, the Seller is not responsible for the loss of data, or for damage caused by the loss of data stored in the device. Please back up your device data through the Service.

XXXVIII. In the event that the buyer-consumer was not satisfied with the processing of the complaint by the seller or when the buyer-consumer turned to the seller with a request for correction and was not satisfied with the way in which the seller processed his complaint or if he believes that the seller violated his rights, the buyer has - the consumer has the right to contact the seller with a request for correction. If the seller responds negatively to such a request or does not respond to it within 30 days from the date of its sending, the buyer-consumer has the right to submit a proposal to initiate alternative dispute resolution of the alternative dispute resolution entity. The subject of alternative dispute resolution is

the Slovak Trade Inspection, Bajkalská 21/A, PO Box. 29, 820 07 Bratislava 27" or another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at www.mhsr.sk). The buyer - consumer is entitled to choose the subject of alternative resolution of consumer disputes to which he will turn.

Part III.

Special provisions for Entrepreneurs

I. The seller is responsible for product defects. The entrepreneur is obliged to submit the complaint to the Seller without delay.

II. The handling of complaints is subject to the valid Complaints Regulations, published on the website www.vimron.com/legal . By sending the order to the seller, the entrepreneur confirms that he has read the Complaints Policy and agrees with it in its entirety, and at the same time confirms that he has been properly informed about the conditions and method of complaining about the goods, including information about where the complaint can be made and about the performance of warranty repairs.

III. The complaint procedure applies to goods purchased by the Entrepreneur from the Seller through the Seller's electronic store or directly.

IV. The complaint procedure in this form is valid for all business cases, unless other warranty conditions are contractually negotiated.

V. The entrepreneur has the right to claim a warranty from the seller for goods that show defects caused by the manufacturer or the seller, are covered by the warranty and were purchased from the seller.

VI. The entrepreneur is obliged to inspect the goods when taking over the goods. If he does not do so, he can make claims from defects found during this inspection, only if he proves that the goods already had these defects at the time of receipt of the goods.

VII. The buyer is obliged to check the shipment, i.e. the goods, as well as their packaging, immediately upon delivery. If the Entrepreneur discovers that the packaging of the goods is mechanically damaged, he is obliged to notify the carrier of this fact and check the condition of the goods in his presence. In the event that damage to the goods is detected upon receipt, the Entrepreneur is obliged to make a record of the extent and nature of the damage to the goods (damage record), the correctness of which will be confirmed by the transport company, immediately upon receipt of the goods. On the basis of the record thus prepared and delivered to the seller, the seller, after concluding the damage event with the transport company, can provide the removal of the lack of goods, a discount on the goods and, in case of irreparable defects in the goods, deliver new goods to the buyer.

VIII. Upon delivery of the shipment, in the event of detection of broken or damaged packaging and/or goods, damage with loss of content, we recommend not accepting the shipment and proceeding according to paragraph VII. of this point. In the case of taking over and discovering broken or damaged packaging and/or goods, this must be reported within 24 hours of receiving the shipment at the latest. In order to write a damage report, you need the damaged product, the packaging of the shipment and proof of acceptance of the shipment, the receipt document - the invoice. You can inform us about reporting and writing a damage report by email at support@vimron.com.

IX. Claims for mechanical damage to the product, which was not apparent when receiving the shipment, must be made immediately after receiving the shipment, but no later than within 24 hours of the delivery of the goods. It is the buyer's duty to prove that the mechanical damage to the product could not be discovered within 24 hours even after a

thorough inspection. The entrepreneur will only be able to assert claims from later discovered defects of such damaged goods if he proves that the goods already had the claimed defects at the time of taking them over from the carrier. Before the first use, the entrepreneur and/or the person authorized by him are obliged to study the warranty conditions, including the operating instructions, and then follow this information strictly. The entrepreneur is entitled to check the completeness of the packaging when taking over the product (both personal and non-personal). When delivered by courier, the Entrepreneur is entitled to write a damage report on the spot about the incompleteness of the packaging. In the case of personal collection, the entrepreneur is obliged to check the contents of the package immediately, the buyer will only be able to claim claims for defects of such damaged goods if he can prove that the goods already had the claimed defects at the time of receipt.

X. The entrepreneur is obliged to check the completeness of the packaging when taking over the product (both personal and non-personal). When delivered by courier, the buyer must write a damage report on the spot about the incompleteness of the package. When collecting in person, the Entrepreneur is obliged to check the contents of the package immediately, additional complaints will not be accepted.

XI. During the warranty period, the entrepreneur has the right to have the defect removed free of charge after presenting the goods, including accessories, documentation and instructions, to the seller together with proof of payment.

XII. If the goods show defects, the entrepreneur has the right to make a claim by sending the Goods to the address VIMRON s. r. o., Kopčianska 35, 851 01 Bratislava, together with the completed claim form and deliver it to the Seller. The complaint form can be found on the website www.vimron.com/legal. The buyer is obliged to indicate exactly the type and extent of defects in the goods in the form. The complaint procedure for goods that can objectively be delivered to the Seller begins on the day when the following conditions are cumulatively met:

a) delivery of the completed complaint form to the seller,

b) delivery of the claimed goods to the seller,

c) delivery of access codes, passwords, etc. to the seller's goods, if they are required for the proper application of the claim and its subsequent processing.

We recommend insuring the shipment of goods. The seller does not accept the goods sent on cash on delivery.

The beginning of the complaint procedure is also the day of application of the complaint. The claimed goods must be delivered to the seller's headquarters, unless the seller or the specified person specifies otherwise (e.g. deliver the goods directly to the specified person).

XIII. The entrepreneur is obliged to complain about product defects to the seller without unnecessary delay, otherwise the right to the free removal of the defect against the seller will expire. The 30-day period in accordance with the Act on Consumer Protection does not apply to the processing of a complaint by a buyer who is an entrepreneur. The deadline for dealing with complaints for entrepreneurs is not regulated by law, however, our company undertakes to deal with complaints from entrepreneurs within the meaning of this complaint procedure within 30 days.

XIV. The warranty does not apply to defects that were pointed out at the time of the conclusion of the contract or of which he had to know, taking into account the circumstances at the time of the conclusion of the contract.

XV. The seller can always replace the defective item with a faultless one instead of removing the defect, if this does not cause serious difficulties for the buyer.

XVI. The buyer's right to claim the warranty with the seller expires:

a) by not presenting proof of payment, accessories or documentation of the goods,

b) by not reporting obvious errors when taking over the goods,

c) upon expiry of the goods' warranty period,

d) mechanical damage to the goods caused by the entrepreneur,

e) damage to the goods due to excessive loading or use contrary to the conditions specified in the documentation, general principles, technical standards or safety regulations valid in the Slovak Republic,

f) using the goods contrary to the instructions for use,

g) by unprofessional handling, service or neglect of the care of the goods,

h) damage to the goods due to unavoidable and/or unforeseeable events,

i) damage to the goods by accidental damage and accidental deterioration,

j) by unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or other force majeure,

k) any interference with the goods by an unauthorized person,

l) using the goods in conditions that do not correspond to the natural environment due to their humidity, chemical and mechanical effects.

XVII. The warranty does not cover normal wear and tear of the Goods (or their parts) caused by use. A shorter lifespan of the product cannot therefore be considered a defect and cannot be complained about.

XVIII. In the event that the goods, when taken over by the Entrepreneur, do not comply with the purchase contract (the so-called conflict with the purchase contract), the seller has the right to have the item returned to a condition corresponding to the purchase contract, free of charge and without unnecessary delay, according to the requirements of the Entrepreneur either by exchanging goods or repairing them. If such a procedure is not possible, the Entrepreneur may demand a reasonable discount on the price of the goods or withdraw from the contract. This does not apply if the Entrepreneur knew about the conflict with the sales contract before taking over the goods or caused the conflict with the sales contract himself. A discrepancy with the sales contract that manifests itself within 6 months from the day of taking over the goods is considered a discrepancy already existing when it was taken over, if it does not contradict the nature of the goods or if the contrary can not be proven. In the event of a discrepancy between the goods and the contract, the entrepreneur is entitled to the so-called rectification, namely:

a) by bringing the consumer goods to a condition corresponding to the contract free of charge through repair,

b) by an adequate reduction of the purchase price,

c) by replacement delivery of goods, or

d) by withdrawing from the contract.

XIX. The seller is obliged to handle the complaint and end the complaint procedure in one of the following ways:

a) by handing over repaired goods,

b) by exchanging goods,

c) by returning the purchase price of the goods,

d) by paying a reasonable discount on the price of the goods,

e) by a written request for the seller to take over the specified performance, or

f) justified rejection of the goods claim.

XX. The warranty period is 12 months (unless a different warranty period is specified for specific cases) and begins to run from the date of receipt of the goods by the Entrepreneur. The warranty period is governed by the warranty conditions in accordance with the relevant conditions according to the Commercial Code (§429 et seq.).

XXI. The warranty period is extended by the period during which the Entrepreneur could not use the goods due to warranty repair of the goods.

XXII. In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of the new goods.

XXIII. As part of the complaint, the Entrepreneur can request a free repair from the seller, while he has the right to exchange the goods only if this is not disproportionate due to the nature of the defect. Whether the defect is proportionate is decided by the Seller in the form of a written assessment of this defect. On the basis of this decision, further action will be taken according to the law.

XXIV. All warranty repairs are in the event that by the time of their application the right to apply the warranty has not expired according to point XVI. of this complaint procedure, free of charge.

XXV. If it is a defect that can be removed, the goods will be repaired. If repair is not possible and the nature of the defect does not prevent normal use, the seller can agree with the Entrepreneur on a reasonable discount on the price of the goods. In the case of a discount, it is not possible to complain about this error later. If it is a defect that cannot be removed and which prevents the item from being properly used as a defect-free item, the seller is entitled to exchange the defective goods for goods with the same or similar useful properties or issue a credit note.

XXVI. If the delivery of goods with defects violates the contract in a substantial way, the Entrepreneur may demand the removal of defects by supplying replacement goods for the defective goods, the delivery of missing goods, demand the removal of defects by repairing the goods, if the defects are repairable, demand an adequate discount on the purchase price or withdraw from the contract. The choice between the mentioned claims belongs to the entrepreneur only if he notifies the seller in a timely notification of defects or without unnecessary delay after this notification. The entrepreneur cannot change the applied claim without the consent of the seller. However, if it turns out that the defects of the goods are irreparable or that disproportionate costs would be associated with their repair, the entrepreneur can demand the delivery of replacement goods if he asks the seller for it without undue delay after the seller has notified him of this fact. If the seller does not remove the defects of the goods within a reasonable additional period or if he announces before its expiration that he will not remove the defects, the entrepreneur can withdraw from the contract or demand an appropriate discount from the purchase price.

XXVII. In the event that the entrepreneur does not notify the choice of his claim within the period specified in point XXVI., he has claims for product defects as in the case of a minor breach of contract according to point XXVIII.

XXVIII. If the contract is violated in an insignificant way by the delivery of goods with defects, the entrepreneur can demand either the delivery of the missing goods and the removal of other defects in the goods, or a discount from the purchase price. The seller is obliged to deliver the missing goods and remove legal defects in the goods unless the buyer claims a discount from the purchase price or withdraws from the contract. He is obliged to remove other defects at his option by repairing the goods or delivering replacement goods; however, the chosen method of removing defects must not cause the buyer to incur disproportionate costs.

XXIX. If the entrepreneur demands the elimination of defects in the goods, before the expiration of the additional reasonable period that he is obliged to provide to the seller for this purpose, he cannot assert other claims from the defects of the goods, except for the right to compensation for damages and a contractual penalty, unless the seller notifies the entrepreneur that he will not fulfill his obligations in this period. This period must be determined in accordance with point XIII. of this complaint procedure for entrepreneurs.

XXX. As long as the entrepreneur does not determine the deadline according to point XXVI. or does not claim a discount on the purchase price, the seller can notify the entrepreneur that he will remove the defects within a certain period. If the entrepreneur does not notify the seller of his disagreement without undue delay after receiving this notification, this notification has the effect of determining the deadline according to point XXVI.

XXXI. If the seller does not remove the defects of the goods within the period resulting from point XXVI. the entrepreneur can claim a discount from the purchase price or withdraw from the contract if he notifies the seller of his intention to withdraw from the contract when determining the deadline according to point XXVI. or within a reasonable period of time before withdrawing from the contract. The chosen claim cannot be changed by the entrepreneur without the consent of the seller.

XXXII. For the purposes of this complaint procedure, a breach of contract is material if the party in breach of the contract knew at the time of the conclusion of the contract or at that time it was reasonable to foresee, taking into account the purpose of the contract, which resulted from its content or from the circumstances under which the contract was concluded, that the other party will not be interested in fulfilling obligations in such a breach of contract. In case of doubt, it is assumed that the breach of contract is not material.

XXXIII. Complaint handling applies only to errors listed in the complaint form.

XXXIV. The entrepreneur's right to claim a product defect is exhausted after he has exercised his right and requested the seller to remove the product defect according to this complaint procedure, and regardless of the result of the claim, he is no longer entitled again for the same unique defect (not the same kind of defect). apply the complaint repeatedly.

XXXV. In the event that the seller terminates the complaint procedure as a justified rejection of the complaint, but the product defect objectively exists and has not been removed, the buyer can exercise his right to remove the product defect through the court.

XXXVI. Notices in connection with the claim:

Goods delivered for a claim containing access passwords to the system can be returned without repair, as it is not possible to reinstall the system of the device and remove the system malfunction. The buyer is obliged to indicate the given passwords when submitting a claim, or to remove them before delivery for a claim. It is not possible to handle the complaint without removing the product passwords. If the product is registered for a location service, the device must first be deregistered from the service. If access is blocked after the seller or the service center has taken over the complaint, the date of delivery of the access codes to the buyer will be taken as the beginning of the complaint procedure.

If the received device was handed over by the entrepreneur without the original packaging or replacement packaging, the seller does not assume responsibility for possible damage to the device during its transport to the seller.

In the event that the device's firmware is changed during the repair, the Seller is not responsible for the loss of data, or for damage caused by the loss of data stored in the device. Please back up your device data through the Service.