Complaints Procedure

Preamble

These Complaints Procedure Rules of Havlíkova přírodní apotéka s.r.o., Company ID No. 02891042, VAT ID No. CZ02891042, with its registered office at Pod Brentovou 617/9, 150 00 Prague 5, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 224993 (hereinafter referred to as the "Seller"), govern the basic mutual rights and obligations of the Buyer in connection with the exercise of rights arising from defective performance (complaints) under purchase contracts concluded at the Seller's business premises or by means of distance communication, in particular through the web interface of the online store at https://www.havlikovaapoteka.cz/, where, despite the Seller's efforts to maintain the highest quality of the Goods (products) and services offered, the Buyer has legitimate grounds for making a complaint.

These Complaints Procedure Rules form an integral part of the Seller's General Terms and Conditions (hereinafter the "GTC"). Unless otherwise provided herein, terms used herein shall have the same meaning as in the GTC. Rights and obligations not regulated by these Complaints Procedure Rules or the GTC shall be governed by the applicable laws of the Czech Republic. The Buyer is obliged to familiarize themselves with these Complaints Procedure Rules and the GTC before placing an order for the Goods.

1. Rights arising from defective performance

1.

If the Buyer is a consumer, they may assert a defect that becomes apparent in the Goods within two (2) years from the date of receipt, unless otherwise agreed. In the case of Goods whose packaging states an expiry date or minimum durability date, the conformity of the Goods with the purchase contract shall be assessed no later than the date indicated on the packaging. Defects consisting in the expiry of such date may not be asserted after that date has passed. For example, if the packaging states 31 July 2025 as the expiry date or minimum durability date, defects arising from the expiry of that date may be asserted no later than 31 July 2025.

If the Buyer has duly asserted a defect and the Goods are in the Seller's possession for the purpose of handling the complaint, the period for exercising rights arising from the defect shall be suspended for the period during which the Buyer is unable to use the Goods.

The Seller shall be liable to the Buyer for the Goods being free from defects upon receipt. In particular, the Seller warrants to the Buyer that, at the time of receipt:

(a) the Goods correspond to the agreed description, type and quantity and conform to the agreed quality, functionality, compatibility, interoperability and other agreed characteristics;

(b) the Goods are fit for the purpose for which the Buyer requires them and which has been agreed with the Seller;

(c) the Goods are supplied with the agreed accessories and instructions for use, including instructions for assembly or installation.

2.

Unless the Seller has specifically informed the Buyer, prior to the conclusion of the purchase contract, of a deviation in a particular characteristic of the Goods, and the Buyer has expressly agreed to such deviation, the Seller also warrants, in addition to the agreed characteristics referred to in Article 1.1, that the Goods:

(a) are fit for the purpose for which Goods of the same kind are ordinarily used, taking into account, among other things, the rights of third parties, applicable legal regulations and technical standards or, where no technical standards exist, codes of conduct applicable to the relevant industry;

(b) correspond in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of Goods of the same kind that the Buyer may reasonably expect, taking into account, among other things, public statements made by the Seller or another person in the Seller's contractual chain. The Seller shall not be bound by such a public statement if the Seller proves that it was unaware of it, that it had been modified by the time the purchase contract was concluded in a manner at least comparable to that in which it had been made, or that it could not have influenced the Buyer's decision to purchase the Goods;

(c) are supplied with accessories, including packaging, that the Buyer may reasonably expect; and

(d) correspond in quality and workmanship to the sample or model provided by the Seller to the Buyer before the conclusion of the purchase contract.

If a defect becomes apparent in the Goods within one (1) year from the date of receipt, it shall be presumed that the Goods were already defective upon receipt, unless the nature of the Goods or the defect precludes such presumption. This period shall not run for the duration of the period during which the Buyer is unable to use the Goods, provided that the defect has been duly asserted.

3.

If the packaging contains consumable materials or the purchase concerns consumable materials, the usual service life of such materials under normal use is six (6) months,

unless expressly stated otherwise. This does not affect the Buyer's statutory right to assert a defect within the applicable statutory period. However, the Buyer must take into account that the Seller's liability for defects does not cover wear and tear of the Goods or their parts caused by normal use. Accordingly, the statutory period for asserting defects must not be confused with the service life of the Goods.

4.

At the Buyer's request, the Seller shall provide the Buyer with written confirmation of the Seller's obligations arising from defective performance to the extent required by law. The confirmation shall state the Seller's name or business name, Company ID No. and registered office. Where the nature of the item permits, the Seller may provide the Buyer, instead of such confirmation, with a purchase document containing the same information. If the Seller provides a warranty period longer than the statutory period, the Seller shall specify the conditions and scope of the extended warranty in the warranty certificate.

5.

If the purchase contract, the confirmation referred to in paragraph 4 above, an advertisement or the packaging of the Goods specifies different warranty periods, the longest of these periods shall apply.

6.

The Buyer shall not be entitled to rights arising from defective performance if the Buyer caused the defect.

7.

Normal wear and tear of an item resulting from its ordinary use, or, in the case of a used item, wear and tear corresponding to the extent of its previous use, shall not constitute a defect. A change in the characteristics of a product resulting from the expiry of the use by date stated on the product packaging, or resulting from improper use, care or storage, shall likewise not constitute a defect.

8.

If an item has a defect, the Buyer may request that the defect be remedied. At the Buyer's option, the Buyer may request delivery of a new item free from defects or repair of the item, unless the chosen method of remedy is impossible or disproportionately costly compared with the other method. This shall be assessed in particular with regard to the significance of the defect, the value the item would have without the defect, and whether the defect can be remedied by the other method without significant inconvenience to the Buyer.

9.

The Seller may refuse to remedy a defect if doing so is impossible or disproportionately costly, particularly with regard to the significance of the defect and the value the item would have without the defect.

10.

The Seller shall remedy the defect within a reasonable period after the defect has been asserted, so as not to cause significant inconvenience to the Buyer, taking into account the nature of the item and the purpose for which the Buyer purchased it.

11.

For the purpose of remedying the defect, the Seller shall take over the item at the Seller's own expense.

12.

If the Buyer fails to collect the item within a reasonable period after the Seller has informed the Buyer that the item is available for collection following repair, the Seller shall be entitled to charge a storage fee. If the parties have not agreed on the amount of the storage fee, the customary amount shall be deemed to have been agreed.

13.

The Buyer may request a reasonable reduction in the purchase price or withdraw from the contract if:

(a) the Seller has refused to remedy the defect or has failed to remedy it in accordance with Articles 1.8 and 1.9;

(b) the defect manifests itself repeatedly;

(c) the defect constitutes a material breach of contract; or

(d) it is apparent from the Seller's statement or from the circumstances that the defect will not be remedied within a reasonable period or without significant inconvenience to the Buyer.

14.

A reasonable reduction shall be determined as the difference between the value of the item without the defect and the value of the defective item received by the Buyer.

15.

The Buyer may not withdraw from the contract if the defect is insignificant. A defect shall be presumed not to be insignificant.

16.

If the Buyer withdraws from the contract, the Seller shall refund the purchase price without undue delay after receiving the item or after the Buyer proves that they have sent the item.

17.

The provisions set out in these Complaints Procedure Rules shall not apply if:

(a) the defect already existed at the time of receipt and a discount on the purchase price was agreed in respect of that defect;

(b) the defect was caused by the Buyer as a result of improper handling or care of the Goods, demonstrably unauthorized intervention in the Goods, a natural disaster or mechanical damage, or if seals were removed or damaged where the Goods were equipped with seals;

(c) the defect was caused by an electrical surge resulting in visibly burned components or printed circuit boards, except for normal deviations;

(d) the defect was caused by excessive loading or use under conditions other than those reasonably appropriate for the Goods;

(e) the defect was demonstrably caused by use under conditions that, in terms of temperature, dust, humidity, or chemical or mechanical environmental influences, do not correspond to the conditions specified directly by the manufacturer or clearly arising from the nature of the item;

(f) the defect was caused by improper use, storage or maintenance by the Buyer contrary to the Seller's or manufacturer's instructions, or by another intervention by the Buyer or mechanical damage; or

(g) the defect arose as a result of an external event beyond the Seller's control.

18.

The Buyer acknowledges that if the Goods are delivered by a delivery service or another carrier, the Buyer is obliged to check, before confirming receipt, that the packaging of the shipment and the adhesive tapes are undamaged. In case of doubt or if the shipment shows signs of damage, the Buyer has the right to refuse acceptance of an incomplete or damaged shipment and shall inform the Seller of the damage without undue delay.

2. Complaint procedure

1.

The Buyer acknowledges that, if the Goods are delivered by a delivery service or other carrier, the Buyer is obliged to check, before accepting the shipment, that the packaging

of the shipment and the adhesive tapes are undamaged. In case of doubt or if the shipment shows any signs of damage, the Buyer has the right to refuse to accept an incomplete or damaged shipment and shall notify the Seller of the damage without undue delay.

2.

The Buyer may assert a defect with the Seller at any of the Seller's business premises or stores where complaints can be accepted with regard to the range of Goods sold. The Buyer may also assert a defect by post by sending the Goods concerned to:

Havlíkova přírodní apotéka s.r.o. – Complaints Department
Trojanova 805
278 01 Kralupy nad Vltavou
Czech Republic

or via email at **info@havlikovaapoteka.cz**.

The Buyer must demonstrate their entitlement to lodge a complaint, in particular by providing proof of the date of purchase, such as a sales receipt, order confirmation or other credible evidence.

3.

If the Buyer sends the Goods to the Seller by a carrier, the Buyer should, in their own interest, pack the Goods subject to the complaint in suitable and sufficiently protective packaging that meets the requirements for transport and prevents damage during transportation. In the case of fragile Goods, the shipment should be marked with the appropriate handling symbols.

The shipment should contain the Goods subject to the complaint, which must be clean in accordance with applicable hygiene regulations and generally accepted hygiene principles, including all components and accessories.

The Seller recommends that the Buyer enclose a copy of the sales document, a detailed description of the defect, and the Buyer's correct contact details (address, telephone number and email address).

4.

The Seller shall provide the consumer with written or electronic confirmation stating the date on which the consumer lodged the complaint, the contents of the complaint, the method of handling the complaint requested by the consumer, and the consumer's contact details for the purpose of providing information about the handling of the complaint.

5.

The complaint, including the remedy of the defect, must be handled and the consumer must be informed of the outcome no later than thirty (30) days from the date on which the complaint was lodged, unless the Seller and the Buyer agree on a longer period.

If the Seller fails to handle the complaint within the specified period and fails to inform the Buyer of the manner in which the complaint has been handled, the consumer shall be entitled to withdraw from the purchase contract or request a reasonable reduction in the purchase price.

6.

The Seller is entitled to reject a complaint concerning the Goods if the Goods are not handed over in accordance with applicable hygiene regulations and generally accepted hygiene principles.

7.

The Seller shall provide the consumer with confirmation of the date and manner in which the complaint was handled and the duration of the complaint procedure or, where the complaint is rejected, with written reasons for such rejection.

8.

The consumer may inquire about the outcome of the complaint themselves via the customer service telephone line or by email.

9.

After the complaint has been processed, the Seller shall inform the Buyer by email or telephone. If the Goods are sent by a carrier, they shall be returned to the Buyer's address after the complaint has been processed.

10.

If, as part of a justified complaint, the Seller refunds the purchase price or part thereof to the Buyer, the relevant amount shall be transferred exclusively to the Buyer's bank account specified by the Buyer to the Seller during email or telephone communication concerning the handling of the complaint. A refund of the purchase price cannot be made at any of the Seller's business premises or stores.

11.

If the Buyer is not a consumer, the time limit under Article 2.5 of these Complaints Procedure Rules shall not apply. However, the Seller undertakes to handle complaints within the shortest possible period, taking into account the professional assessment of the Goods by the Seller or the manufacturer.

12.

The consumer is entitled to reimbursement of reasonably incurred costs associated with making an accepted and justified complaint. Such costs include, in particular, postage costs incurred in sending the Goods subject to the complaint.

The consumer must request reimbursement of such costs without undue delay, but no later than one (1) month after the expiry of the period for exercising rights arising from defective performance or the warranty period.

13.

If the Goods subject to a complaint are not collected within two (2) months after the expiry of the period within which the complaint was processed, the Buyer shall be obliged to pay the Seller a storage fee of CZK 30 for each day of delay in collecting the Goods, including the day on which the Goods are collected.

When collecting the Goods after the complaint has been processed, the Buyer must present the document received when the Goods were accepted for the complaint procedure or otherwise prove their identity.

3. Final provisions

1.

A Buyer, who is a consumer, has the right to out-of-court resolution of any disputes (ADR) arising from the contract with the Seller in accordance with Section 20d et seq. of Act No. 634/1992 Coll., on Consumer Protection, as amended, through the **Czech Trade Inspection Authority (Česká obchodní inspekce)**.

Out-of-court resolution of a consumer dispute is initiated at the Buyer's request, which may be submitted in particular in writing, orally for the record, or electronically via the online form available on the website of the Czech Trade Inspection Authority.

None of the provisions of this Article shall affect the Buyer's right to bring a claim before a competent court.

2.

For the purpose of lodging a complaint, the Buyer may use the model complaint form, which is attached as an appendix to these Complaints Procedure Rules.

3.

The Seller may amend or supplement these Complaints Procedure Rules at any time. Such amendments shall not affect the rights and obligations arising from purchase contracts concluded before the effective date of the new version of the Complaints Procedure Rules.

4.

These Complaints Procedure Rules shall take effect on **18 September 2025** and shall replace all previous versions.