

## **CLAIMS POLICY**

**of the service provider: Grand hotel Permon, s.r.o. Pribylina 1486, 032 42 Pribylina**

prepared in accordance with the provisions of Sections 619 to 627 of the Civil Code, as amended, Sections 411 to 441 of the Commercial Code, as amended, and Act no. 250/2007 on consumer protection, as amended.

### **Art. I**

#### **General provisions**

1. The claims policy governing the procedure for making a claim on goods and services sold by the service provider Grand hotel Permon, s.r.o. (hereinafter referred to as the "provider") in its facilities, in accordance with its area of business to consumers (the "buyer" or "consumer").
2. The claims policy is binding for all employees of the provider as the seller and the buyer as the customer.
3. By personally accepting goods or services provided, the consumer agrees with the claims policy and confirms that they are familiar with its contents.
4. For the purpose of this claims policy, a claim means the application of liability for defects in a product or service and completing the claims procedure by resolving the claim by handing over the repaired product, replacing the product, refunding the purchase price of the product, the payment of a reasonable discount from the price of the product, a written invitation to accept fulfilment or a justified rejection.

### **Art. II**

#### **Rights of the consumer**

1. Every consumer has the right to products and services of good quality, to make a claim, to get compensation, training, information, protection of their health, safety and economic interests and to submit reports and complaints to supervisory authorities and municipality in the event of a breach of the statutory rights of the consumer.
2. Every consumer has the right to protection against unfair terms in consumer contracts, which are contracts concluded under the Civil Code) or the Commercial Code, as well as all other contracts the characteristic of which is that they are concluded in multiple cases and it is usual that the consumer cannot substantially affect the content of the contract; and also for consumer contracts not concluded under the Civil Code the provisions of the Civil Code apply equivalently.
3. The consumer may take the entity infringing its rights to court to protect their rights against infringement and to enforce obligations established by law in order to protect consumers.

### **Art. III.**

#### **Obligations of the seller**

1. The seller is obliged to:
  - a) sell products at the correct weight, dimensions, or in the correct amount and allow the consumer to check the correctness of the data,
  - b) sell products and services in their normal quality; if the quality is not legally specified, the seller can sell goods at lower than normal quality only if the consumer is notified of all the differences,
  - c) sell products and provide services at agreed prices, 10)
  - d) charge correct prices when selling products or providing services;
  - e) ensure hygienic conditions when selling products and services,
  - f) follow product storage conditions specified by the manufacturer or special regulation when selling products and providing services, 11) so as to prevent their deterioration,

- g) demonstrate the product to the consumer if the nature of the product so permits
- h) to ensure the sale of products and services in a manner which allows for their proper and safe use
- i) provide the necessary cooperation to the European consumer centre in resolving disputes between consumers and sellers,
- j) in any commercial communication including advertising and marketing of goods and services where to obtain goods or services the consumer is required to contact the seller using premium rate call services or a premium short message service (SMS), state a true and fair indication of the unit price of the call, the unit price of a short text message (SMS) or maximum possible price of calls and short text messages (SMS), which the consumer is required to pay for such calls or short text message (SMS); if there is a dispute about the fulfilment and the price for calls or text messages (SMS) that the consumer has to pay, the burden of proof of provision and entitlement to payment falls to the seller.

2. The Seller shall not:

- a) impose obligations on the consumer without legal grounds,
- b) deny the consumer their rights under Section 3,
- c) use unfair trade practices and unfair terms in consumer contracts. Unfair practices are directly listed in Annex 1 of Act no. 250/2007 on Consumer Protection.

3. The seller is liable to the consumer in respect of the principle of equal treatment in the provision of goods and services under a special regulation. The seller may not refuse to sell a consumer product that is displayed or otherwise prepared for sale, or to refuse to provide services, which are in its operational capacity. It is not entitled to tie the sale of a product or the provision of services ("tied sales") to the sale of another product or the provision of other services. This does not apply if the consumer does not qualify to purchase under special regulations. It does not constitute tied sales, if:

- a) the seller sells these products and provides these services separately,
- b) the tied sale is caused by the technical impossibility of the separate sale of products or provision of services.

4. The seller may not refuse to sell a consumer product that is displayed or otherwise prepared for sale, or to refuse to provide services, which are in its operational capacity. It is not entitled to tie the sale of a product or the provision of a service ("tied sales") to the sale of another product or the provision of other services. This does not apply if the consumer does not qualify to purchase under legal regulations.

5. The seller is obliged to mark reserved products throughout the period of the reservation separately with a label showing the time till when they are reserved; this is also true of sold products still in the establishment until the time of their collection or delivery to the consumer.

6. The seller shall not mislead the consumer, in particular, by giving untruthful, unsubstantiated, incomplete, inaccurate, unclear or ambiguous information or by withholding information about a product or service or the purchase terms whereby deceiving consumers also includes an offer or sale of products or services infringing intellectual property, as well as the storage of such products for offer or sale.

7. The seller must deliver the goods or provide the services:

- a) on the day that is designated in the contract or determined by the method specified in the contract,
- b) at any time during the period, which is provided in the contract or specified in the contract, unless the contract or the purpose of the contract, which was known to the seller at the conclusion of the contract, states that the delivery time within that period is determined by the buyer.
- c) unless the contract provides otherwise, the period during which the goods are delivered begins from the date of conclusion of the contract. However, if under the contract, the buyer has to fulfil certain obligations before the goods are delivered (e.g. to submit drawings necessary for the

production of goods, to pay the purchase price or a part thereof or secure its payment), this period begins to run only from the date of fulfilment of this obligation.

## **Art. VI**

### **Liability for defects**

1. The seller is responsible for defects present in the thing sold or service provided when it was received by the buyer.
2. The buyer is obliged to inspect the goods or be familiar with the contents of the service at the latest after the transfer of risk of damage to the goods or services, taking into account the nature of the goods or services provided.
3. If the buyer of goods or service provided does not inspect them or arrange for an inspection at the time of transfer of the risk of damage to the goods or services, they may claim for defects observable at this inspection only if they prove that the goods or services already had the defect at the time of transfer of the risk of damage to goods.
4. With used items, there is no liability or defects arising from wear and tear.
5. When things sold at a lower price there is no liability for defects which were the reason for negotiating the lower price.
6. If it is not a thing that spoils quickly, or a used thing, the seller is liable for defects occurring after receipt of the thing during the guarantee period.
7. A change in the goods that arose during the guarantee period as a result of wear or misuse or improper interference does not constitute a defect.
8. The customer is obliged to inspect the goods or services upon their delivery and claim for obvious defects.
9. Obvious defects are considered defects detectable when receiving the goods or services, in particular:
  - ♣ quantitative and type differences.
  - ♣ impairment of goods (container distorted, damaged packaging, etc.)
  - ♣ poor service provided.
10. The customer must immediately notify the seller of identified obvious defects; the seller remedies them in the form of exchange of goods, removal the claimed defect in service or a refund or reduction in the purchase price.
11. Later claims of this type will not be accepted by the seller, and such a claim is unjustified.
12. The Seller is not responsible for defects:
  - a) which the buyer at the time the sales contract knew or taking into account the circumstances under which the contract is awarded, ought to have known, only defects that relate to the characteristics of goods or services that were or provided or were to be provided according to contract.
  - b) if the customer caused the defect in the goods or services provided themselves,
  - c) if the customer prior to acceptance of the goods or services knew about the defect in the goods or services or was expressly and clearly warned of the fault or defective services, and if a discount was provided for the defect or the defective services;
  - d) if faults arise during the guarantee period due to wear and tear of the goods caused by normal use, misuse or overuse,
  - e) the protective seals on goods have been breached
  - f) where the defects were caused by the intervention of unauthorized persons in the goods or parts thereof,
  - g) if the claims are made on goods after the expiration of the guarantee period or other period within which the goods are to retain their specific properties,
  - h) if the defects result from natural disasters,
  - i) they were caused (intentionally or unintentionally) by improper or excessive use of the goods, mistreatment, improper service, improper use of attachments other than those prescribed by the

manufacturer,  
j) if the defects appear after the lifespan of the product.

#### **Art. V**

##### **The risk of damage to the goods or services**

1. The risk of damage to the goods (Section 368(2) of the Commercial Code.) Passes to the buyer at the time when it accepts the goods from the seller, or fails to do so on time, at the time when the seller entitles the buyer to have the goods and the buyer breaches the contract by not taking the goods.
2. If the buyer is to take the goods from a person other than the seller, the risk of damage to the goods passes to the buyer at the time specified for delivery of goods, where at that time the seller enabled the buyer to have the goods and the buyer knew of this possibility. If the buyer was entitled to take the goods and they became aware of this possibility at a later stage, the risk passes at the time when they had the opportunity to learn about it.
3. If the seller is bound by contract to hand over the goods to a carrier in a certain place to transport goods to the buyer, the risk of damage to the goods passes to the buyer when they are handed over to the carrier at that place. If the contract includes the obligation of the seller to send the goods, but the seller is not obliged to deliver goods to the carrier at a particular place, the risk of damage to the goods passes to the buyer when the goods are handed over to the first carrier for transport to the destination. The fact that the seller handles documents relating to the goods being transported, does not affect the transfer of the risk of damage to the goods.
4. The risk of damage to goods based on the type and not accepted by buyer does not however pass to the buyer unless the goods are clearly identified for the purpose of the contract with labelling on the goods or ticket or identified in the report sent to the buyer or otherwise delimited.
5. The Parties may agree that the risk of damage to the goods passes before the period specified in Sections 455-458 of the Commercial Code only in respect of goods specified individually or for goods specified by type, where the goods at the time of transfer of the risk of damage are sufficiently separated and distinguished from other goods of the same kind.
6. If the goods at the time of concluding the contract have already been shipped, the risk of damage to the goods passes when it is handed over to the first carrier. However, if the seller at the conclusion of the contract knew or taking into account all the circumstances should have known that damage to the goods had occurred, the damage risk of damage is borne by the seller.
7. Damage to the product, which occurred after passing the risk of damage passed to the buyer does not affect their obligation to pay the purchase price, unless the damage to the goods occurred due to breach of obligations of the seller.
8. The effects of paragraph 1 of this article do not occur if the buyer exercised their right to require delivery of replacement goods or their right to cancel the contract.

#### **Art. VI.**

##### **Guarantee Period**

1. If it is not a thing that deteriorates quickly or a used thing, the seller is liable for defects that occur after the thing is accepted during the guarantee period.
2. The guarantee period is 24 months.
3. If the transferred thing, its packaging or the instructions attached to it indicate a period of use, the guarantee period does not end before this deadline.
4. If it is a used item, the customer and the seller may agree to a shorter guarantee period, but not less than 12 months.
5. For items that are intended to be used over a longer period, there are specific rules for a guarantee period longer than 24 months. A guarantee period exceeding 24 months may cover only some parts of the item.

6. At the request of the customer, the seller must provide the guarantee in writing (guarantee card). If the nature of the item allows it is sufficient instead of a guarantee card to issue a tax document for the purchase.

7. Rights arising from liability for defects in things that are perishable must be applied no later than the day after purchase, and for used things no later than six months after their purchase; otherwise these rights expire.

#### **Art. VII**

##### **The course of the guarantee period**

1. The guarantee period begins from the moment the customer receives the goods.

2. Rights from liability for defects during the guarantee period expire if not exercised within the guarantee period.

3. The rights from liability for defects in things that spoil quickly, must be applied no later than the day following the purchase; otherwise these rights expire.

4. In the case of used things rights from liability for defects expire if not exercised within 24 months from the date the customer receives the used thing.

5. The period from the application of rights arising from liability for defects until after the repair the customer is required to accept the thing is not counted as part of the guarantee period. The seller is obliged to issue the customer with a confirmation of when the right was asserted, as well as the repair and the length of its duration.

6. If an exchange of goods takes place, the guarantee period begins again upon the receipt of the new product. The same applies if there is a replacement of the component to which the guarantee is provided.

#### **Art. VIII**

##### **Removable defects**

1. If the defect, which can be removed, the consumer has the right to be free, timely and properly removal. The seller is obliged to remove the defect without any delay.

2. The consumer may, instead of the removal of the defect, require the exchange of the thing, or if the defect relates to only part of the item, to the exchange of components, provided that the seller does not thereby incur in unreasonable costs relative to the price of goods or the severity of the defect.

3. The seller may always instead of removing the defect replace the defective item for an item without defects if this does not cause serious problems for the consumer.

4. If the consumer makes a claim for a product defect within 6 months of purchase, it is deemed that the defect existed at the time of the sale.

#### **Art. IX**

##### **Non-removable defects**

1. If the defect cannot be removed and it prevents the item being used properly as would be an item without the defect, the consumer has the right for the item to be exchanged or has the right to withdraw from the contract.

2. The same rights arise to the consumer when although the defects are removable, due to the repeated occurrence of the defect after repair or due to a greater number of defects the consumer cannot use the thing properly.

3. In the case of other irremovable defects, the consumer is entitled to a reasonable discount from the price of thing or the provision of extra services.

## **Art. X**

### **An item sold at a discount**

1. If the item or service is sold at a lower price or a used item or service provided has a defect for which the seller is responsible, instead of right to exchange the thing the customer has the right to a corresponding discount or corresponding provision of extra services.
2. The guarantee period also applies to products sold at a discount. However, if the discount is due to some defect in the goods, then that defect in the goods cannot be claimed.

## **Art. XI**

### **Making claims**

1. The rights to compensation for defects are exercised with the seller from whom the item was purchased, or where the service was provided.
2. However, if the guarantee card specifies a different business for the repair, in place of the seller or closer to the customer the customer exercises their rights to repair directly with the business designated for performing guarantee repairs.
3. The business performing the repair is required to perform the repair within the period agreed at the sale of the item between the seller and the customer.

## **Art. XII**

### **Duties of the seller and customer, procedure for making a claim**

1. The seller is obliged to duly inform the buyer about the conditions and arrangements for claims, including data on where a claim can be applied and guarantee repairs performed.
2. The claims policy must be in a visible place accessible to the consumer.
3. The seller is obliged to accept a claim at any establishment where a claim can be accepted with respect to products sold or services provided, or at a designated place, unless it is other entities are designated for performing repairs.
4. At the establishment there must be an employee present during working hours who is authorized to handle claims.
5. The business is obliged to issue a confirmation for the exercises of a consumer claim.
6. The consumer is obliged to report defects in goods or defective provision of the service to the seller without undue delay after the defect or defective provision of services has been discovered, by the presenting the defective goods in-store or by demonstrating the faulty provision of services.
7. Consumers claiming for defects, fills in the claims document which accurately describes the defect and the way in which the defect occurs, or how the provision of services was defective and hands over the defective goods to the seller.
8. In the claims document the consumer making the claim states their contact info (address, telephone number, if necessary. e-mail) which the seller uses to notify them of the manner of resolving the claim.
9. The Seller is not responsible for the fact that notification sent could not be delivered to the given contact address.
10. The claim will be able to be resolved, if the defect occurred during the guarantee period. For this purpose, a consumer tax receipt is submitted marked with the date of purchase of the product proving the purchase of the goods claimed by the Seller or a duly and legibly completed "Guarantee Card" with the completed date of purchase, stamp of the shop and signature of the salesperson, if it has been issued for the seller, documentation of the product and all its parts in the case of exchange, discounts on the purchase price or provision of adequate extra services.
11. An Incomplete or improperly altered guarantee card or cash receipt is invalid.
12. Records must also be kept of any previous repairs related to guarantee.
13. Failure on the part of the customer to fulfil any of the above conditions will lead to the claim not

being able to be resolved.

14. All correctly submitted claims will be processed without charge.

15. The Seller or an authorized employee or another responsible person designated for repairs is required to settle the claim immediately or in complicated cases within three working days. This period does not include the time needed for expert assessment of the defect. Handling the claim shall not take longer than 30 days. After this period, the consumer has the same rights as if it were a defect that cannot be removed. The seller is liable if a claim is not handled within three working days, to send the product its own expense for expert assessment. The seller is obliged at the request of the supervisory authority to send or prove the results of expert assessment.

16. The seller is obliged to keep records of claims and submit them at the request of the supervisory authority for inspection.

17. The records of the claims must contain information about the date of claim, date and method of resolving the claim.

### **Art. XIII**

#### **Alternative Dispute Resolution**

1. The consumer has the option in accordance with the provisions of Act no. 391/2015 on alternative dispute resolution for consumer disputes and amending certain laws, to resolve any dispute between the seller and consumer within the scope of the Act.

2. ADR bodies under the law are the Office for Utility Regulation, the Office for the Regulation of Electronic Communications and Postal Services and the Slovak Trade Inspectorate. The Slovak Trade Inspectorate is also in the position of a residual entity, which means that they are authorized to settle such disputes where this is not within the intended competence of other organs, except for disputes arising from contracts for the provision of financial services.

### **Art. XIV**

#### **Final Provisions**

1. This Claims Policy shall enter into force on the date it is signed by the company director and it is effective from 01.02.2016 and it expires on the date of the entry into force of the new claims procedure or the dissolution of the company.

2. The seller reserves the right to change the claims procedure without prior notice.

In Pribylina, date: 31.01.2016

Ing. Vladimír Štefanovský  
Grand hotel Permon, s.r.o.