

## Complaint Terms and Procedures

### 1. Basic definitions

The following complaint terms and procedures govern the rights and obligations of the contracting parties resulting from the contract of sale concluded between the seller: **Density Labs s.r.o., IČO: 52361349, DIČ: 2121002224, Veterná ulica 759/37, 900 67 Láb, Slovakia, registered in the Commercial Register of the District Court Bratislava I, Section: sro, insert number: 137129/B** (hereinafter referred to as "the seller") and the end-consumer - non-entrepreneur (hereinafter referred to as "the buyer") in accordance with § 18 Sec. 1 of Act no. 250/2007 Coll. on Consumer Protection and on the Amendment to Act no. 372/1990 Coll. on offenses as amended (hereinafter the "Consumer Protection Act"). The Seller hereby informs the Buyer about the conditions and manner of exercising the rights of liability for defects (hereinafter referred to as "the complaints"), including information on the manner of exercising and performing warranty repairs. This Complaint Terms and Procedures is placed in a prominent position available to the customer at Density Labs s.r.o. as well as on the seller's website [www.density.sk](http://www.density.sk).

### 2. Warranty, liability for defects, claims

2.1. The buyer has the right to remove the defects free of charge in a timely and proper manner with regard to the defect of the goods that can be removed. The seller is obliged to remove the defect without undue delay.

2.2. Instead of remedying the defect, the buyer may require the replacement of the goods or, if the defect relates to a particular part of the goods, the replacement of this component, unless the seller incurs unreasonable costs with respect to the price of the goods or the seriousness of the defect.

2.3. Replacing defective goods with no defects can always be made by the seller, unless it causes serious difficulties to the buyer.

2.4. If it is a defect of goods that cannot be removed and which prevents goods from being properly used as a non-defective item, the buyer has the right to exchange the goods or has the right to withdraw from the contract. The same rights belong to the buyer if it is a removable defect, but if the buyer cannot properly use the goods for recurrence of the defect after repair or for a number of defects.

2.5. In the case of other irreparable defects, the buyer has the right to a reasonable discount on the price of the goods.

2.6. The seller instructed the buyer about his rights under the reg. § 622 of the Civil Code (points 2.1. To 2.3. Of these Terms) and the rights arising from reg. § 623 of the Civil Code (clauses 2.4 to 2.5 of these terms) by placing these business and complaint terms on the relevant e-commerce sub-page of the Seller's website and the Buyer was able to read them before the order was sent.

2.7. The buyer is obliged to file a claim with the seller or the designated person. The Seller is liable for defects of goods in accordance with the applicable legal regulations of the Slovak Republic. The Seller shall provide information on service points and designated persons for warranty and post-warranty service to the Buyer on the back of the Warranty Certificate or upon request by telephone or e-mail.

2.8. The complaint procedure is governed by the valid complaint procedure of the seller, i.e. Art. 2. these terms. The buyer was duly informed about the complaint procedure and informed about the terms and conditions of the complaint, including information on where the complaint can be made, and on the performance of warranty repairs in accordance with the provisions of the reg. § 18 sec. 1 of Act no. 250/2007 Coll. on Consumer Protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on Offenses as amended (hereinafter referred to as the "Act") at the time before the conclusion of the Purchase Contract by placing these complaint terms and conditions on the relevant Seller's e-commerce sub-page and the Buyer was able to read them before the order was sent.

2.9. Complaint procedure applies to goods purchased by the buyer from the seller in the form of electronic commerce on the website of the seller's electronic shop.

2.10. If the goods are defective for which the manufacturer, supplier or seller is responsible, are covered by the warranty and have been purchased from the seller, the buyer has the right to assume liability for defects of the seller.

2.11. If the goods show defects, the buyer has the right to file a complaint in the seller's premises in accordance with § 18 sec. 2 of the Act by delivering the goods to the Seller's premises and delivering to the Seller a manifestation of the Buyer's will to exercise its right under points 2.1. to 2.5. of these Complaint Terms and Conditions (hereinafter referred to as the "Claim Notice") in the form of a completed claim form, which is placed on the relevant e-commerce sub-page of the seller's website. The seller recommends to insure the goods when sending them for complaint. Cash on delivery items are not accepted by the Seller. The Buyer is obliged to provide all the required information in the Notice of Claim Complaint, in particular to specify the type and extent of the defect of the Goods; the Buyer shall also state which of its rights under the reg. § 622 and § 633 of the Civil Code apply. The Buyer has the right to make a complaint also with the person authorized by the manufacturer of the goods to perform warranty repairs (hereinafter referred to as "the designated person"). The list of designated persons is specified in the warranty card or sent to the buyer at his request by the seller.

2.12. The complaint procedure for goods that can be delivered to the seller begins on the day when all of the following conditions are met cumulatively:

- a) delivery of a claim notice to the buyer, seller
- b) delivery of the claimed goods from the buyer to the seller or to a designated person
- c) delivery of access codes, passwords and the like. the claimed goods to the seller if these data are necessary for the proper handling of the claim

2.13. If the subject of the complaint is goods that cannot be objectively delivered to the Seller or which is firmly installed, the Buyer is, in addition to meeting the conditions under points 2.12. a) and c) of these Complaint Terms and Conditions shall be obliged to provide all necessary co-operation to perform the inspection of the claimed goods by the Seller or a third party designated by the Seller. Complaint procedure concerning goods that cannot be objectively delivered to the Seller or which is firmly embedded begins on the day the goods were inspected under the first sentence. However, if the Seller or a third party designated by him, despite the necessary co-operation provided by the Buyer, fails to perform the inspection within a reasonable time, but no later than within 10 days of receiving the Notice of Complaint, the complaint procedure begins on the day of delivery of the Complaint Notice to the Seller.

2.14. The seller or the designated person shall issue to the buyer a confirmation of the claim of the goods in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to indicate the defects of the goods claimed and once again instruct the consumer on his rights under point 2.1. to 2.3. of these Complaint Conditions (reg. § 622 of the Civil Code) and the rights arising from it under Section 2.4. to 2.5. of these Complaint Terms and Conditions (reg. § 623 of the Civil Code). If the claim is made by means of long-distance 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 along with the proof of the claim; a confirmation of a claim does not have to be delivered if the buyer has the opportunity to prove the claim in another way.

2.15. The Buyer is entitled to decide which of its rights within the meaning of reg. § 622 and reg. § 623 of the Civil Code applies and at the same time is obliged to immediately inform the seller about his decision. Based on the decision of the buyer, which of his rights under the provisions of reg. § 622 and reg. § 623 of the Civil Code shall be applied by the Seller or the designated person obliged to determine the manner of handling the complaint pursuant to § 2 let. m) of the Act immediately, in more complex cases within 3 days from the beginning of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required within 30 days from the date of application of the claim. After determining the way of handling the complaint, the seller or the designated person will process the complaint immediately, in justified cases the complaint may be settled later. However, the claim may not take more than 30 days from the date of claim. After the expiry of the claim settlement period, the consumer has the right to withdraw from the contract or has the right to exchange goods for new goods.

2.16. If the buyer has claimed the goods during the first 12 months after the conclusion of the purchase contract, the seller may settle the claim by refusal only on the basis of an expert's opinion or an opinion issued

by an authorized, notified or accredited person or a designated person's opinion (hereinafter referred to as "expert assessment of goods"). Regardless of the outcome of the expert assessment, the Seller may not require the Buyer to pay for the costs of expert assessment of the goods or other costs associated with the professional assessment of the goods.

2.17. If the buyer made a claim for the product after 12 months from the conclusion of the purchase contract and the seller rejected it, the person who settled the claim is obliged to state in the proof of the claim to whom the buyer can send the goods for professional assessment. If the buyer sends the goods for expert assessment to the designated person specified in the complaint 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 liability for the claimed defect of the goods by a professional assessment, he / she may reclaim the claim; the warranty period does not occur during the performance of the professional assessment of the goods. The Seller is obliged to pay to the Buyer within 14 days from the date of the reapplied claim all costs incurred for the professional assessment of the goods, as well as all related costs. A reclaimed claim cannot be rejected.

2.18. The buyer has no right to exercise the right of liability for defects which the seller was aware of at the time of conclusion of the contract, or which, having regard to the circumstances in which the contract was concluded, had to know.

2.19. The Seller reserves the right to replace defective goods with other impeccable goods with the same or better technical parameters if this does not cause serious difficulties to the Buyer.

2.20. The seller is not responsible for defects of goods:

- if it is an obvious defect which the buyer could detect by checking the shipment during delivery of the goods and which he did not notify the agent of the,
- if the buyer has not exercised his right regarding the seller's liability for the defect of the goods within the warranty period,
- if the defect is caused by a mechanical damage caused by the buyer,
- if the defect is caused by the use in conditions which do not correspond to the natural environment of the goods due to their intensity, humidity, chemical and mechanical influences
- if the defect was caused by unprofessional handling, servicing or neglect of the care of the goods,
- if the defect is caused by excessive load or use contrary to the conditions specified in the documentation or the general principles of normal use,
- if the defect results from the characteristics of the product and the materials from which the product is made of (e.g., the matting of acrylic panels due to UV exposure, reduced battery capacity after prolonged use and recharging, the creation of so- "dead pixels" on the LCD / OLED screens during their lifetime, etc.),
- if the defect is caused by damage from unavoidable and / or unpredictable events,
- if the defect on the goods was caused by accidental destruction and accidental deterioration,
- if the defect is caused by unprofessional interference, water damage, fire, static or atmospheric electricity or another force majeure,
- if the defect was caused by an interference of an unauthorized person.

2.21. It is the seller's responsibility to handle the claim and to end the claim procedure in one of the following ways:

- a) replacement of the goods,
- b) refunding of the purchase price of the goods,
- c) by handing over the repaired goods,
- d) payment of a reasonable discount on the price of the goods,
- e) written request to take over of the specified performance from the seller,
- f) justified refusal of the goods claim.

2.22. The Seller is obliged to issue a written document about the method of determining the complaint handling and the equipment of the complaint no later than within 30 days from the date of the claim being filed personally, through the postal or courier or delivery service provider. The seller will inform the buyer of the result of the claim settlement immediately after the complaint procedure has been completed by

telephone or e-mail and at the same time he will receive together with the goods, or by an e-mail, a complaint proof document.

2.23. The warranty period is 24 months from the date of delivery of the goods, unless a specific warranty period is specified for specific cases. The sports nutrition products, food in gift baskets and animal feeds have a minimum shelf life of more than 2 months prior to the date of consumption, in case of shorter expiry date the seller contacts the buyer by phone or e-mail and the consignment is sent only with the buyer's consent.

2.24. In the case of warranty repair of the goods, the warranty period is extended by the time that the buyer could not use the goods.

2.25. In the case of replacement of goods for a new one, the warranty period begins again from the receipt of the new goods, but only for the new goods. In case of replacement of the goods with a new one, the buyer will receive a document indicating the exchange of goods and any other claims will be made on the basis of the purchase contract and this claim document.

2.26. In the case of a removable defect, the claim will be handled according to the Buyer's decision according to paragraph 2.15. these terms and conditions as follow:

- a) the seller replaces the defective item or
- b) the seller arranges a repair of the defective item

2.27. If it's a removable defect and the Buyer did not determine immediately according to paragraph 2.15. these complaint conditions how the complaint should be handled, the seller will settle the complaint by removing the defect.

2.28. If it is a defect that cannot be removed, or one or more times a removable defect, or a greater number of different removable defects that prevent the goods from being used properly as a defect, the seller will, depending on the buyer's decision, according to point 2.15 of these complaint conditions, claim as follows:

- replacing goods for other functional goods with the same or better technical parameters, or
- in the event that the Seller is unable to exchange goods for another, it shall settle the claim by refunding the purchase price for the goods.

2.29. In the case of irreparable defects or multiple repetitive defects, or in the case of a number of different removable defects, which prevent the goods from being used properly without defects, the purchaser shall not immediately determine according to point 2.15. these complaint conditions, how the complaint should be equipped, the seller will settle the claim by replacing the goods for other functional goods of the same or better technical parameters.

2.30. Complaint handling applies only to defects specified in the Notice of Claim Complaint and in the Goods Claim Confirmation under point 2.14. of these terms and conditions.

2.31. For the purposes of the claim, a defect that is repeated more than 2 times is considered repetitive defect.

2.32. For the purpose of the claim, the occurrence of more than three different removable defects is considered to be the greater number of different removable defects.

2.33. The right of the buyer to claim a defect of the goods is after he has exercised his right and asked the seller to remove the defect of the goods under point 2.1. of these complaint terms consumed, and no matter what the outcome of the claim, is no longer entitled to claim a complaint repeatedly for the same unique defect (not a defect of the same kind).

2.34. Art. 2 of these complaint terms and conditions do not expressly apply to entities that do not meet the consumer's definition set out in Art. § 2 let. a) Law 102/2014.