

Complaints Procedure

This complaints procedure is governed by the relevant provisions of the Civil Code, as amended, and by the provisions of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, concerning liability for defects and the exercise of liability for defects in goods sold and services provided.

I. General provisions

The product sold must have the required quality, quantity, measure or weight, as may be stipulated by legal regulations, and must be free of defects; in particular, it must comply with binding technical standards.

The seller is liable for defects that the sold product has at the time of its takeover by the buyer. For used products, the seller is not liable for defects arising from their use or wear. For products sold at a reduced price, the seller is not liable for the defect for which the reduced price was agreed.

Ownership of the purchased product passes to the buyer at the moment of payment for the item. In self-service sales, the transfer of ownership of the purchased product occurs at the moment of payment of the purchase price for the product.

Upon acquiring ownership, the risk of accidental loss, destruction and damage to the product passes to the buyer.

II. Time limits for exercising a complaint

1. The general warranty period is 24 months; a special warranty period of 3 months applies to repair and alteration work and begins to run from the day the product is taken over by the buyer. If a period of use (expiry date) is indicated on the product sold, its packaging or instructions, the warranty period shall not end before the expiry of that period.

If a warranty period longer than 24 months applies to the product sold, the seller is obliged to issue the buyer with a warranty certificate at the time of sale, stating the warranty period. The warranty certificate states the conditions and scope of this warranty.

The buyer must exercise rights arising from liability for defects within the warranty period; otherwise these rights expire.

III. Place for exercising a complaint

1. The consumer exercises liability for defects in the products sold at the establishment: FERROROBOT s.r.o., Hotel FERUM***, Železiarenská 49, 040 15 Košice - Šaca, without delay after discovering the defect in the product. The consumer exercises liability for defects in the products sold directly with the employee authorized to handle consumer complaints. The consumer may also file the complaint in writing at the seller's address: FERROROBOT s.r.o., Hotel FERUM***, Železiarenská 49, 040 15 Košice - Šaca. At the same time, the condition of presenting proof of purchase of the product and the product being complained about must be met.

2. If the product continues to be used by the buyer despite the defect, resulting in the defect becoming irreparable, the complaint will not be recognized by the seller.

3. The operations manager, or the employee authorized to handle consumer complaints, shall issue the buyer a complaint report stating the type of product, the date it was purchased, its price, the extent of the defect, the date the complaint report was issued and other details, and the buyer shall confirm the handover of the product being complained about with their signature.

IV. Remediable defects

If the defect can be remedied, the buyer has the right to have the defect remedied free of charge, promptly and properly, and the seller is obliged to remedy the defect without undue delay.

Defects are considered remediable if their removal does not impair the quality and useful properties of the product.

If the product sold has not yet been used, the buyer may request replacement of the product. The buyer may make the same request in relation to a component of the product if the defect concerns only that component.

Instead of remedying the defect, the seller may replace the defective product with a defect-free one.

If the defects are remediable, but the buyer cannot properly use the product due to the recurrence of the defect after repair or due to a greater number of repairs, the buyer has the right to have the product replaced or the right to withdraw from the contract.

The period from the exercise of the right arising from liability for defects until the time when, after completion of the repair, the buyer was obliged to take over the product, is not included in the warranty period. The seller is obliged to issue the buyer with a confirmation stating when the right was exercised, as well as of the performance of the repair and its duration.

V. Irremediable defects

1. If the defect cannot be remedied and prevents the product from being properly used as a product without defects, the buyer has the right to have the product replaced or the right to withdraw from the purchase contract.

2. If it is an irremediable defect that does not prevent the product from being used, the buyer has the right to a reasonable discount on the price of the product. When determining the amount of the reasonable discount, the nature of the defect, the degree and manner of wear of the product, the length of use of the product and the possibilities of its further use are taken into account.

VI. Alternative resolution of out-of-court disputes

The consumer has the right to contact the seller with a request for remedy at the address: FERROROBOT s.r.o., Hotel FERUM***, Železiarská 49, 040 15 Košice - Šaca, if not satisfied with the way the seller handled their complaint or if they believe that the seller has violated their rights. If the seller responds negatively to this request, or does not respond within 30 days of it being sent, the consumer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity (hereinafter the "ADR entity") under Act No. 391/2015 Coll. ADR entities are bodies and authorized legal persons pursuant to Section 3 of Act No. 391/2015 Coll. The consumer may submit the proposal in the manner set out in Section 12 of Act No. 391/2015 Coll.

The consumer may also file a complaint with alternative dispute resolution (ADR) entities, which are listed online at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>

Alternative dispute resolution may only be used by a consumer – a natural person who, when concluding and performing a consumer contract, is not acting within the scope of their business activity, employment or profession. Alternative dispute resolution applies only to a dispute between the consumer and the seller arising from, or related to, a consumer contract.

Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for initiating the alternative dispute resolution of up to a maximum of EUR 5, including VAT.

In Košice - Šaca, on 10 March 2025

Stamp and signature