**Complaints and Complaints Procedure**

**This Complaints Procedure regulates the method and conditions for defects claims and returning goods purchased through the online store at www.eshop.spur.cz from:**

SPUR a.s., based at třída Tomáše Bati 299, Louky 763 02 Zlín

CRN: 46900098  
TIN: CZ46900098

Registered in the Commercial Register kept by: the Regional Court in Brno, Section B, file no. 819

Email address: eshop@spur.cz

Telephone no.: +420 577 601 644

|  |  |
| --- | --- |
| Address for returning parcels: | Address for complaint settlement: |
|  |  |
| areál Elitex Vrchlického 323 517 21 Týniště nad Orlicí | třída Tomáše Bati 299, Louky 763 02 Zlín Czech Republic |

[**Claim form. docx**](https://eshop.spur.cz/user/documents/upload/Claim%20form.docx)

*You can use the simple form above for fast and proper settlement of complaints.*   
*You can send the form by post together with the parcel to the return address and we will take care of the rest.*  
*For proper settlement of the complaint, you can also simply write the basic data from the form on a paper and place it in the parcel you are returning.*

**COMPLAINTS PROCEDURE WEBSITE www.eshop.spur.cz**

Products for which a complaint may be filed must be handed over for assessment as soon as the defect is found; they must be clean, and they must be sent along with the appropriate documents and a description of the defect, or with the marked place of the defect.

* Personal protective hygiene products cannot be returned after use if the closed packaging has been opened. These personal protective products include: face masks, resipirators and sterilisation products pursuant to § 1837 subpar. g) of The Civil Code.

**1. What goods defects are we liable for?**

As the seller, we are responsible for ensuring **that our goods are defect-free upon receipt**. This means that upon receipt by the buyer, the goods must:

* have the properties that have been agreed between us, that we describe or that can be expected with regard to the nature of the goods and on the basis of advertising;
* arrive in the corresponding amount, volume or weight;
* comply with legislative requirements;
* be fit for the purpose declared by us, or for which the purchased goods are usually used;
* delivery of a product other than what was arranged shall also be considered a defective product;
* correspond to what was agreed in terms of quality, or the quality must correspond to the quality stiplated by valid and effective legislation for this type of goods;
* have no legal defects, i.e. no 3rd person has property rights to the goods, and the goods include all the documents and papers necessary for the proper use of the goods.

We are also responsible for ensuring that these defects do not occur during the warranty period. **If you are not a consumer, you shall not be granted the statutory warranty period according to Article 2.** Article 2 only applies to consumers.

**We do not provide a quality guarantee for consumers beyond the warranty period.**

**If you are an entrepreneur, only a defect the goods had when the risk of damage passed to the goods, although it may appear later, shall establish the right from defective performance. If a defect occurs due to a breach of our obligations, you shall also be able to exercise your right from defective performance.**

Differences in colours as perceived in reality and on electronic display devices shall not be considered a defect in the goods. If the goods are not as you imagined them, if you are a consumer you have the right to withdraw from the contract within 14 days of receipt of the goods under Article 5 of the General Terms and Conditions.

**If you are a consumer and a defect in the goods becomes apparent within six months of their receipt, the goods shall be deemed to have been defective at the time of receipt**. This provision does not apply to goods that are personal protective equipment, due to the fact that they are intended for single use, or the method of their use once the package is opened pursuant to § 1837 subpar. g) of The Civil Code

**2 How long is the warranty period?**

The warranty period shall run until the expiration date listed on the goods, or for the period during which the item can be used in the case of a perishable item.

If the expiration date is not provided on the goods, and if the nature of the goods does not indicate otherwise, the warranty period for consumer goods shall be twenty-four months from the receipt of the goods. This provision does not apply to goods that are personal protective equipment due to the fact that they are predominantly intended for single use, or due to the method of their use once the package is opened pursuant to § 1837 subpar. g) of The Civil Code.

Please note that if you exchange the goods, there will not be a new warranty period for the new goods. However, in this case the warranty period shall be extended by the time for which you were not able to use the goods due to a defect, i.e. especially during the time for which we have the goods due to a complaint.

**3 What are your rights arising from defective performance?**

Your rights and the seller's liability for defective performances are governed by applicable generally binding legal regulations, particularly the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of The Civil Code.

**A) If you're a consumer or entrepreneur:**

If a defect in the goods existed or is deemed to have existed when the goods were taken over, you shall have the following rights from defective performance.

If the defect in the goods **is a material breach of contract**, you shall have the following rights from defective performance:

1. Defect remedy by delivery of a new defect-free item or delivery of a missing item
2. A reasonable discount
3. Withdrawal from the agreement

In the event of a material breach of contract, please let us know in the defect notification, or soon after notification of the defect, **which right you have chosen to exercise**. Please note that if you do not do so, you will only have the rights you would accrue in the event of a minor breach of contract. You can only change your choice after a mutual agreement with us.

If we fail to remedy the defect within a reasonable time, you can request a reasonable discount on the purchase price instead of remedy of the defect, or you can withdraw from the contract.

If the defect in the goods is **a minor breach of contract**, you may request:

1. remedy of the defect
2. a reasonable discount from the purchase price

If we fail to eliminate the defect in time or refuse to eliminate the defect, you can request a discount on the purchase price, or you can withdraw from the contract. You can only change your choice after a mutual agreement with us.

Please note that until you exercise your right to a discount on the purchase price or withdraw from the contract, we are entitled to deliver the missing goods or eliminate the legal defect (particularly to deliver missing documents).

You cannot exchange the goods or withdraw from the contract if you cannot return the item in the condition in which you received it. This does not apply if:

1. the condition of the item has changed as a result of an inspection in order to detect the defect in the item;
2. you have used the item before you discovered the defect;
3. you are not responsible for the reason why returning the item in an unaltered state is impossible by your action or neglect;
4. you sold the item before the defect was discovered, consumed it, or altered the item in its normal use; if this is only partially the case, you will return what you can still return and pay us compensation in the amount of the profit you received from the use of the item.

**B) Only if you are a consumer:**

If a defect occurs during the warranty period, you shall have the following rights from defective performance:

a) You have the right**to exchange** the goods if:

* the goods lose one of the characteristics listed in Article 1 of the Complaints Procedure during the warranty period and this loss is not disproportionate with regard to the nature of the defect;
* the defect cannot be remedied.

You cannot request an exchange of goods in the case of goods sold at a lower price, or if the exchange of goods would be disproportionate to the nature of the defect. Instead, you can request a reasonable discount.

b) You have the right**to a reasonable discount on**the purchase price if:

* you do not choose to withdraw from the contract or exchange the defective goods;
* we are not able to exchange the goods (e.g. if the goods are no longer produced);
* we do not remedy the situation within a reasonable time, or in cases where it would cause a significant inconvenience;
* the item has a defect that is binding to us, and the item is sold at a lower price.

c) You have the right**to withdraw from the contract**if:

* the defect cannot be remedied
* we are not able to exchange the goods (e.g. if the goods are no longer produced);
* the defective item cannot be exchanged for a defect-free item.

**4 When is it not possible to exercise defective performance rights?**

You cannot exercise rights from defective performance if:

* you were aware of the defect before you received the item;
* you caused the defect yourself;
* the warranty period has expired.
* The warranty does not cover wear and tear caused by normal use.
* For items sold at a lower price, the warranty does not cover defects due to which the lower price was set.
* In the case of used items, the seller shall not be liable for defects corresponding to the degree of use or wear and tear that the item had when received by the buyer.
* The warranty shall also not apply to defects that the consumer was aware of at the time of purchase, or those that he caused himself after taking over the goods.
* The seller is also not liable for defects caused by the consumer by non-compliance with the general principles of handling the item.
* Personal protective hygiene products cannot be returned after use if the closed packaging has been opened pursuant to § 1837 subpar. g) of The Civil Code.

The warranty and rights from liability for defects also do not apply to:

* wear and tear of goods caused by their normal use;
* items sold at a lower price - only in relation to a defect for which a lower price was arranged;
* if indicated by the nature of the item.
* Personal protective hygiene products cannot be returned after use if the closed packaging has been opened.

**5 How can you file a complaint?**

File a complaint as soon as you discover a defect. In accordance with the Consumer Protection Act, we accept complaints:

* at our registered office;
* at our place of business.

Recommended complaint procedure:

* for quick settlement of the complaint, you can inform us in advance by email or in writing; attach photographs of the defective goods in the email;
* it is also recommended that you inform us of the right from defective performance that you have chosen, i.e. whether you want to exchange the goods, withdraw from the contract, a discount from the purchase price, or other rights in accordance with this Complaints Procedure and the Civil Code;
* you will send us the defective goods (not by cash on delivery, as we do not accept it); we recommend packing the goods in a way that prevents them from being damaged or destroyed;
* **to simplify the procedure, we recommend enclosing proof of purchase of the goods or a tax document - an invoice, if one was issued, or another document proving the purchase of the goods, along with a description of the defect and the preferred method of resolving the complaint.**

**Failure to comply with any of the above steps, or failure to submit any of the above documents, shall not prevent the settlement of the complaint according to the law.**

The complaint shall be deemed accepted when we receive notification of the defect and when the right arising from liability for defects in the sold item is exercised.

We shall settle the delivered complaint immediately, or within three business days in complex cases. This period does not include the time appropriate to the type of product or service required for professional assessment of the defect. Complaints, including the remedy of defects, shall be settled without undue delay, no later than 30 days from the date on which the complaint was filed, unless a longer period is arranged.

When you file a complaint, we will issue written confirmation of when you exercised the right, what the content of the complaint is, and how you want us to settle the complaint; once the complaint has been settled, we will issue confirmation of the date and method of settlement of the complaint, or a written justification of our rejection of the complaint.

**Pursuant to the Civil Code, you have the right to reimbursement of reasonable costs incurred in the filing of a complaint. Please note that you must claim these costs within one month of the deadline for notifying us of a defect.**

This Complaints Procedure shall come into effect on 1 April 2022.