

COMPLAINTS PROCEDURE

Online store www.vintagesigns.eu

I. Identification of the merchant

1.1. These Complaints Procedure Rules (hereinafter also referred to as "CPR") govern the legal relations between the company

Business name: CAB Design s. r. o.

Registered office: Levočská Dolina 20A, 054 01 Levoča, Slovak Republic

Registered in the Commercial Register of the Municipal Court in Košice, Section Sro, File No. 59105/V

ID No.: 53099222

VAT number: 2121266323

VAT number: SK2121266323

Fio banka, as: 2202041686 / 8330

IBAN / SWIFT: SK50 8330 0000 0022 0204 1686 / FIOZSKBAXXX

The Seller is a value added tax payer

(hereinafter also referred to as the "Seller" or "Merchant") and any person who is a Buyer of products offered by the Seller on the Seller's Website and who acts as a consumer within the meaning of the other provisions of the General Terms and Conditions published on the Seller's website and the relevant laws defining a consumer, within the framework of the valid legislation of the Slovak Republic, in particular the laws: Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, Act No. Act No. 40/1964 Coll. Civil Code, as amended, with the exception specified in point 4.4. of these Complaints Rules, which governs the legal relationship between the Merchant and the Buyer who is not acting as a consumer.

1.2. The Seller's email and telephone contact details are:

Email: info@retrocedule.sk

Tel. no.: +421904424400

1.3. The address for sending complaints and withdrawals from contracts is:

CAB Design s. r. o., Levočská Dolina 20A, 054 01 Levoča, Slovak Republic

II. Basic provisions

2.1. These complaint rules govern the legal relations between Buyers who are consumers and the Merchant.

III. Exercising the right of liability for defects

3.1. The Buyer may exercise the rights arising from liability for defects only if the defect is reported to the Seller without undue delay, no later than 24 months after receipt of the item. If the defect is not reported within this period, the rights arising from liability for defects shall expire.

IV. Liability for defects

4.1. The Seller is liable for any defect that the sold item has at the time of delivery and that manifests itself within two years of delivery.

4.2. If the subject of the purchase is an item with digital elements, where the digital content is to be delivered or the digital service provided continuously during the agreed period, the seller is liable for any defect in the digital content or digital service that occurs or manifests itself during the entire agreed period, but at least for two years from the delivery of the item with digital elements.

4.3. In the case of used goods, the parties may agree on a shorter period of liability of the seller for defects than in paragraphs 4.1 and 4.2, but not shorter than one year from the delivery of the goods.

4.4. The seller is liable for any defect that the sold item has at the time of its delivery to the buyer and which manifests itself within 6 months of delivery of the item, provided that the buyer is not acting as a consumer.

V. Rights arising from liability for defects

5.1. If the Seller is liable for a defect in the sold item, the Buyer has the right to have the defect removed by repair or replacement, the right to a reasonable discount on the purchase price, or the right to withdraw from the purchase contract.

5.2. The Buyer may refuse to pay the purchase price or part thereof until the Seller fulfills its obligations arising from liability for defects, unless the Buyer is in default with the payment of the purchase price or part thereof at the time of notification of the defect. The buyer shall pay the purchase price without undue delay after the seller has fulfilled its obligations.

5.3. The buyer may exercise their rights arising from liability for defects, including the right under point 5.2, only if they report the defect within two months of discovering it, at the latest by the expiry of the period specified in points 4.1 to 4.3 of these Complaints Rules.

5.4. The exercise of rights arising from liability for defects does not exclude the buyer's right to compensation for damage caused by the defect.

VI. Reporting a defect

6.1. A defect may be reported at any of the seller's establishments, at another person's premises, which the seller informed the buyer about before concluding the contract or

before sending the order, or by means of distance communication at the address of the seller's registered office or place of business or at another address, which the seller informed the buyer about when concluding the contract or after concluding the contract.

6.2. If the buyer reported the defect by post and the seller refused to accept the shipment, the shipment shall be deemed delivered on the date of refusal.

6.3. The seller shall provide the buyer with written confirmation of the complaint immediately after the buyer has complained about the defect. In the confirmation of the complaint, the seller shall specify the period within which the defect will be remedied in accordance with Section 507(1) of Act No. 40/1964 Coll. Civil Code, as amended. The period notified in accordance with the previous sentence may not exceed 30 days from the date of notification of the defect, unless a longer period is justified by objective reasons beyond the seller's control.

6.4. If the seller refuses to accept liability for defects, they shall notify the buyer of the reasons for the refusal in writing. If the buyer proves the seller's liability for the defect by means of an expert opinion or professional opinion issued by an accredited person, authorized person, or notified person, they may report the defect again, and the seller may not refuse liability for the defect. Section 621(3) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended, does not apply to repeated complaints about defects. The costs incurred by the consumer in connection with an expert opinion and expert assessment are governed by Section 509(2) of Act No. 40/1964 Coll. Civil Code, as amended.

6.5. If, prior to the conclusion of the contract or, if the contract is concluded on the basis of the buyer's order, prior to the dispatch of the order, the seller informed the buyer that defects may also be reported to another person, the actions or omissions of that person shall be considered as actions or omissions of the seller for the purposes of liability for defects.

VII. Removal of defects

7.1. The buyer has the right to choose to have the defect removed by replacing or repairing the item. The buyer may not choose a method of removing the defect that is not possible or that would, compared to the other method of removing the defect, cause the seller unreasonable costs, taking into account all circumstances, in particular the value that the item would have without the defect, the seriousness of the defect, and whether the other method of defect removal would cause significant difficulties for the buyer.

7.2. The seller may refuse to remedy the defect if repair or replacement is not possible or would involve disproportionate costs in view of all circumstances, including the circumstances referred to in the second sentence of point 7.1.

7.3. The seller shall repair or replace the item within a reasonable time after the buyer has reported the defect, free of charge, at its own expense and without causing serious

difficulties to the buyer, taking into account the nature of the item and the purpose for which the buyer requested the item.

7.4. For the purposes of repair or replacement, the buyer shall hand over or make the item available to the seller or to a person pursuant to Section 622(5) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended. The costs of taking over the item shall be borne by the seller.

7.5. The seller shall deliver the repaired item or replacement item to the buyer at its own expense in the same or similar manner as the buyer delivered the defective item, unless the parties agree otherwise. If the buyer does not take delivery of the item within six months of the date on which it was to be taken delivery, the seller may sell the item. In the case of an item of greater value, the seller shall notify the buyer in advance of the intended sale and grant him a reasonable additional period for taking delivery of the item. Immediately after the sale, the seller shall pay the buyer the proceeds from the sale of the item, after deducting the costs reasonably incurred for its storage and sale, if the buyer exercises his right to a share of the proceeds within a reasonable period specified by the seller in the notice of the intended sale of the item. The seller may destroy the item at their own expense if it has not been sold or if the expected proceeds from the sale will not be sufficient to cover the costs reasonably incurred by the seller for the storage of the item and the costs that the seller would necessarily have to incur for its sale.

7.6. When removing the defect, the seller shall ensure the removal of the item and the installation of the repaired item or replacement item if the replacement or repair requires the removal of the defective item that was installed in accordance with its nature and purpose before the defect manifested itself. The seller and the buyer may agree that the removal of the item and the installation of the repaired or replacement item shall be ensured by the buyer at the expense and risk of the seller.

7.7. When removing a defect by replacing the item, the seller is not entitled to compensation for damage caused by normal wear and tear of the item or for compensation for normal use of the item prior to its replacement.

7.8. The seller is liable for defects in the replacement item in accordance with § 619 of Act No. 108/2024 Coll. on consumer protection and on amendments to certain acts, as amended.

7.9. The buyer has the right to a reasonable discount on the purchase price or may withdraw from the purchase contract even without providing an additional reasonable period pursuant to § 517 (1) of Act No. 40/1964 Coll. Civil Code, as amended, if

a) the seller has not repaired or replaced the item,

b) the seller has not repaired or replaced the item in accordance with Section 623(4) and (6) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended,

c) the seller has refused to remove the defect pursuant to Section 623(2) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended,

d) the item has the same defect despite repair or replacement,

e) the defect is of such a serious nature that it justifies an immediate discount on the purchase price or withdrawal from the purchase contract, or

f) the seller has declared or it is clear from the circumstances that the defect will not be removed within a reasonable time or without causing serious difficulties for the buyer.

7.10. The discount on the purchase price must be commensurate with the difference between the value of the item sold and the value it would have if it were free of defects.

7.11. The buyer may not withdraw from the purchase contract under point 7.9 if the buyer contributed to the defect or if the defect is negligible. The burden of proof that the buyer contributed to the defect and that the defect is negligible lies with the seller.

7.12. If the contract concerns the purchase of several items, the buyer may withdraw from it only in relation to the defective item. In relation to other items, the buyer may withdraw from the contract only if it cannot reasonably be expected that the buyer will be interested in keeping the other items without the defective item.

7.13. After withdrawing from the contract or part thereof, the buyer shall return the item to the seller at the seller's expense. The seller shall ensure the removal of the item that was installed in accordance with its nature and purpose before the defect became apparent. If the seller does not remove the item within a reasonable time, the buyer may arrange for the removal and delivery of the item to the seller at the seller's expense and risk.

7.14. After withdrawal from the contract, the seller shall refund the purchase price to the buyer within 14 days of the date of return of the item to the seller or after proving that the buyer has sent the item to the seller, whichever occurs first.

7.15. The seller shall refund the purchase price to the buyer or pay them a discount on the purchase price in the same manner as the buyer used to pay the purchase price, unless the buyer expressly agrees to another method of payment. All costs associated with the payment shall be borne by the seller.

7.16. The seller is not entitled to compensation for damage caused by normal wear and tear of the item or to compensation for normal use of the item prior to withdrawal from the purchase contract.

VIII. Liability for defects in digital performance

8.1.The merchant is liable for any defect in the digital performance at the time of delivery that becomes apparent within two years of delivery, in the case of digital performance that is delivered once or as a set of individual performances.

8.2.The trader shall remedy the defect in the digital performance within a reasonable time after the consumer has complained about the defect, free of charge and without causing serious inconvenience to the consumer, taking into account the nature of the digital performance and the purpose for which the consumer requested the digital performance.

8.3.The trader may refuse to remedy the defect if it is not possible to remedy it or if it would cause him unreasonable costs, taking into account all circumstances, in particular the value that the digital performance would have without the defect and the seriousness of the defect.

IX. Liability for defects in services

9.1.The seller is liable for any defect in the service that the service has at the time of delivery and that manifests itself within two years of delivery of the service.

9.2.When exercising rights arising from liability for defects in the service, the provisions of Article VI of these Complaints Rules shall apply mutatis mutandis.

X. Final provisions

10.1.These Complaints Procedure Rules form an integral part of the General Terms and Conditions and the Privacy Policy of this Website. Documents – The General Terms and Conditions and the Privacy Policy and Instructions of this Website are published on the Seller's Website domain.

10.2. These Complaints Procedure Rules are valid and effective from the moment of their publication on the Seller's Website on **January 23, 2025**.