

# Claims and Complaints Procedure - STOA-Zahradní minigolf s.r.o.

## General Information

**Received goods/consignment is damaged** - when taking delivery of the goods from the carrier, please inspect the delivered goods carefully. If the consignment appears to be damaged, do not accept the delivery.

If the goods are damaged, although the packaging is intact, it is necessary to inform either the carrier or our company on this matter as soon as possible, depending on the type of selected transport.

- **Direct Parcel Distribution - DPD:** please report **within 2 working days** - [www.dpd.com](http://www.dpd.com)

**Wrong goods were delivered or the goods were delivered incomplete.** Please report the details to [info@stoa-games.com](mailto:info@stoa-games.com), we will happy to inform you how to proceed.

For faster settlement of a claim, with the goods please submit also the document proving the purchase of the goods (receipt/invoice) and a completed claim sheet - available at [www.zahradnizabava.cz/files/stoa\\_complaintform\\_eng.pdf](http://www.zahradnizabava.cz/files/stoa_complaintform_eng.pdf)

If you want to claim goods which are difficult to transport, please let us know the details of your complaint first. We shall propose the best possible solution and/or help you arrange the transport.

Regarding **gifts and presents** that are provided free of charge, it is **not possible to claim any rights of a consumer**. Such goods meet the conditions of donation and all applicable standards under the Czech legislation.

## Complaints Procedure

### 1. Basic Provisions

The Complaints Procedure published on this page is valid for purchases made on <https://www.stoa-games.com> and it is an integral part of the Purchase Agreement.

The online shop is owned by STOA-Zahradni minigolf s.r.o, based in Zlonin 142, postcode 250 64, Czech Republic. These provisions regulate the relationships between STOA-Zahradni minigolf s.r.o (hereinafter referred to as "Seller") and its business partners (hereinafter referred to as "Buyer") with respect to sale of goods.

The Buyer has access to these provisions and thus has the opportunity to get familiar with them before placing an order. By placing an order the Buyer confirms that they agree with these provisions - which are a part of general Terms and Conditions.

All contractual relations are concluded in accordance with the law of the Czech Republic. If one of the parties involved in the contractual relation is a Consumer, the relations that are not governed by the Terms and Conditions are governed by the Civil Code (no. 89/2012 Coll.) and by the Consumer Protection Act (no. 634/1992 Coll.). If one of the parties involved in the contractual relation is not a Consumer, the relations that are not governed by the Terms and Conditions are governed by the Civil Code (no. 89/2012 Coll.).

## **2. Definition of Terms**

A Consumer Contract is a Purchase Agreement, a Contract for Work or alternatively any other type of agreement and/or contract concluded between a Consumer and a Supplier.

A Seller is a person who at the conclusion of the agreement acts in pursuance of their business or other entrepreneurial activity. It is a legal entity that directly or through other entities provides the Buyer with products or services. In relationships which are subject to these Terms and Conditions the Seller is:

STOA-Zahradni minigolf s.r.o, based in Zlonin 142, postcode 250 64, Czech Republic, Identification no.: 24696692.

A Buyer is our customer. Nevertheless, the current legislation distinguishes between a Buyer who is a Consumer and a Buyer who is not a Consumer.

A Buyer - Consumer (hereinafter referred to as "Consumer") is a person who at the conclusion and performance of the agreement does not act in pursuance of their

business or other entrepreneurial activity. It is a natural or legal person who buys goods or services for purposes other than trading of these products or services.

A Buyer that is not a Consumer (hereinafter referred to as "Non-Consumer") is a person who at the conclusion and performance of the agreement acts in pursuance of their business or other entrepreneurial activity and buys goods or uses services for purposes of further business activities. Such a Buyer shall adhere to the Terms and Conditions to the extent that relates to them.

### **3. Non-Compliance with the Purchase Agreement**

In the event that any item on receipt by the Buyer is not in conformity with the agreement (hereinafter referred to as "non-compliance with the agreement"), the Buyer has the right to demand the Seller, free of charge and without undue delay, to put the product in accordance with the Purchase Agreement, and to do so according to the Buyer's request by exchanging or repairing the item; if such a procedure is not possible, the Buyer may request a reasonable discount on the price or withdraw from the agreement. This provision does not apply if the Buyer knew about the non-compliance with the agreement prior to receipt of the item or if the Buyer caused the non-compliance with the agreement themselves. Non-compliance with the agreement that occurs within six months of product acceptance is deemed to have existed at the time of product acceptance unless it contradicts the character of the product or unless the opposite is proven. Non-compliance with the agreement is, in particular, understood as if the sold item does not have the quality and properties required by the agreement, specified by the Seller, manufacturer or its representative, and/or promoted in advertisements; or as if the item does not have the standard quality and properties of such an item, does not meet legal regulations, is not in correct quantity, measure or weight and does not correspond to the standard purpose of use or the purpose specified by the Seller.

### **4. Warranty on Goods**

The warranty period is calculated from the date of receipt of the goods by the

Buyer. The statutory warranty period is 24 months (12 months if the Buyer is a Non-Consumer and buys products for business purposes; the Seller may extend this warranty period). In such a case, the information related to a particular item is stated in the (e)shop and also on the invoice/receipt. In case of exchange of goods, a new warranty period of 24 months shall be applicable. After settling a claim, the warranty period is extended by the duration of the claim. In case of an unjustified complaint, where the illegitimacy of the complaint must have been obvious to a common consumer, the warranty period is not extended.

The goods are received by the Buyer on receipt from a Seller's employee or at the moment of delivery from the carrier. As a document of warranty the Buyer receives an invoice/receipt that shall contain all legal requirements.

At the request of the Consumer, the Seller must provide a guarantee in writing (warranty certificate). Depending on the character of the product, the warranty certificate is not required if the Seller is capable of issuing a document proving the purchase of the item containing all required information that must be included on the warranty certificate. Given longer warranty period than the statutory warranty, the Seller shall determine the conditions and the scope of the warranty extension on the warranty certificate. The warranty certificate must contain the following information: first name and surname or name of the seller's company, identification number, company address with a legal person or place of residence with a natural person.

## **5. Warranty Conditions**

The Buyer is advised to check the external condition of the order (the number of parcels, if the packaging is intact, etc.) immediately on receipt of the goods, along with the carrier, according to the delivery list. In case the consignment is obviously incomplete or damaged, the Buyer is entitled to refuse to accept such a consignment. If the Buyer accepts such a consignment, it is necessary to describe the damage or incompleteness in the carrier's handover protocol.

Furthermore, it is necessary to report such an incomplete or damaged consignment via e-mail at [reklamace@boutiger.com](mailto:reklamace@boutiger.com). In case of delivery of a damaged consignment, it is required to write a damage report with the carrier and

send it to the Seller immediately.

Complaints are to be filed to the address of the Seller: STOA-Zahradni minigolf s.r.o, Zlonin 142, postcode 250 64, Czech Republic. The Buyer shall dispatch the claimed goods to the Seller's address via a delivery service (such items may not be sent 'cash on delivery,' it should be insured, the consignment should also include a copy of the invoice/receipt and a description of the defect or reason for the complaint). The Buyer selects the preferred way of settling the claim (see below).

The Seller shall promptly and without undue delay acknowledge the receipt of the claimed goods (usually via e-mail) stating the date of application, the subject of the complaint and the method of settling the claim requested by the Buyer.

The warranty does not cover damages caused by misuse and/or improper or inappropriate manipulation, or any damages resulting from such use. The warranty does not apply to mechanical damages, damages created due to use of the item in conditions that do not meet the conditions specified by the Seller or manufacturer, defects caused by improper installation, handling, manipulation or maintenance, and/or overloading, which is not in compliance with the recommendations of the Seller or manufacturer. The warranty does not apply to damages resulting from unauthorized modification or to damages caused by the natural elements or force majeure.

## 6. Complaint Settlement

If a defect occurs during the warranty period, the Buyer has, depending on the character of the defect, the following rights (the Buyer may choose and decide):

- **in the case of removable defects:** the right to demand free, proper and timely removal of the defect; the right to exchange defective goods, unless it is disproportionate due to the character of the defect; and if any of the previous procedures is not possible, the right to request a reasonable discount on the price or the right to withdraw from the agreement,
- **in the case of irremovable defects preventing the proper use of goods:** the right to exchange defective goods or the right to withdraw

from the agreement,

- **in the case of removable defects occurring in a greater number and repeatedly** preventing the proper use of goods (generally 3 same or 4 different defects): the right to exchange defective goods or the right to withdraw from the agreement,
- **in the case of irremovable defects not preventing the proper use of goods** and if the Buyer does not demand to exchange goods: the right to request a reasonable discount on the price or withdraw from the agreement.

The Seller shall decide on the complaint immediately or within 5 working days from the receipt of the complaint. This period does not involve the time necessary for expert assessment of the defect. If the complaint is assessed as justified and is accepted, the Seller is obliged to resolve the claim within 30 days. After this period, in case of an unresolved complaint, the Buyer has the right to exchange the goods for new ones or to withdraw from the agreement.

Upon settling the claim, the Seller shall inform the Buyer about the result via phone, SMS or e-mail.

If the complaint is assessed as justified and is accepted, the Buyer is entitled to reimbursement of costs associated with the claim (especially the costs related to delivery of the goods to the Seller - **only reasonable amounts shall be reimbursed based on the character of the goods** - for example the cost of postage, not a taxi service).

In the case of an unjustified complaint, where the illegitimacy of the complaint must have been obvious to a common consumer, the Buyer must bear the costs of transportation and shipping.

## 7. Final Provisions

The Complaints Procedure comes into effect on January 1, 2020. The Seller reserves the right to amend the Complaints Procedure Documentation without prior notice.