

## **Rules for Complaints**

as Annex No. 2 to the Terms and Conditions

to Complain of Products purchased via Eshop

**at [www.meadmuseum.com](http://www.meadmuseum.com)**

1. The Rules for Complaints regulate the manner and conditions for a complaint of defects on Products and the assertion of claims based on quality guarantee in compliance with the provisions of Act No. 89/2012 Col., the Civil Code as amended, and if the Purchaser is a consumer, with Act No. 634/1995 Coll. on Consumer Protection as amended.
2. **The Seller is Muzeum medoviny s.r.o., IDENTIFICATION NUMBER (028 95 048), with registered office K Šafránce 563/3, Praha 9, 190 00, Czech republic registered in the Commercial register administered by the Municipal court in Praha under C224308.**

in particular in the sale of **honeywine, mead and honey products and cosmetics** (hereinafter referred to as the "**Products**"). **Contact e-mail is: [info@meadmuseum.com](mailto:info@meadmuseum.com), contact phone no. Is: +420 776 814 841.**

3. **The Purchaser** is a capable natural person or legal entity which will conclude an agreement with the Seller.
4. **The Purchaser - consumer** means a capable natural person who concludes an agreement with the Seller for their private and non-entrepreneurial purposes.
5. The Purchaser shall assert rights arising from defective performance, including the guarantee liability, at the Seller:
  - a) at the address of Seller's registered office by delivery by mail, in person or
  - b) by e-mail to the aforementioned contact e-mail address.

**The moment of assertion of a complaint is the moment when the Seller receives the Products under complaint from the Purchaser.**

6. The Seller is responsible to the Purchaser that the Products has no defects at acceptance. The Seller is especially responsible to the Purchaser that at the time when the Purchaser accepted the Products:
  - a) the Products has properties which the Seller or the manufacturer described or which the Purchaser expected with regard to the nature of the Products and on the basis of advertising performed by them,
  - b) the Products is in the corresponding quantity, rate or weight, and
  - c) the Products meets the requirements of legal regulations.

7. When selling new Products, the Seller is responsible:

- a) **to the Purchaser – Consumer** for the Products that **at acceptance it has no defects and that defects will not occur on the consumer Products within 24 months upon the acceptance of the Products by the Purchaser**. If the guarantee certificate or the Products itself specifies a longer period than the one stated in the previous sentence, such longer period shall be applied.
- b) **Unless the Purchaser is a Consumer, the guarantee for quality is not provided to it.**

8. In case a defect on the Products due to which the purchased Products cannot be properly used appears at the moment of handover of the Products and/or during the guarantee period, and such defect cannot be removed, the Purchaser is entitled to the unpaid removal of the defect (especially by its repair). In case of a removable defect on still unused Products, the Purchaser is entitled to request replacement of the defective Products for a defect-free Products instead of defect removal. If the defect only affects components of the Products, the Purchaser is only entitled to the replacement of the component of the Products. In case of a removable defect, the Purchaser is also entitled to a reasonable discount on the purchase price.

9. In case of a defect which cannot be removed and which prevents the Products from being properly used without the defect, the Purchaser is entitled to the replacement of the Products, to a reasonable discount on the purchase price and/or the right to withdraw from the Purchase Agreement.

10. The rights from defective performance do not belong to the Purchaser if the Purchaser knew about the defect before accepting the Products or if he caused the defect. The Purchaser is not entitled to withdraw from the Purchase Agreement or ask for the delivery of new Products if he cannot return the Products at the condition he received it at, except for the cases stated by law.

11. Unless the Purchaser withdraws from the Purchase Agreement or asserts the right to delivery of new Products without defects, to the replacement of its component or repair of the Products, he can require a reasonable discount on the purchase price. The Purchaser is also entitled to a reasonable discount in case the Seller cannot deliver him new Products without defects, replace its component or repair the Products as well as in case the Seller fails to ensure remedy within a reasonable period of time or if the remedy causes significant difficulties to the Purchaser.

12. The Purchaser shall assert a complaint at the Seller without an undue delay from finding the defect. **Delivered complaints are handled without an undue delay, however within the maximum period of 30 days upon the assertion of the complaint**, unless otherwise agreed

between the Seller and the Purchaser. The Seller shall issue a written and e-mail confirmation about the assertion and settlement of the complaints.

13. The date of complaint assertion is the date when the Products was delivered to the address of Seller's registered office.

**14. In case of a disputable complaint, the Seller shall decide about its acceptance within 5 business days upon the date of compliant assertion.**

15. The guarantee and claims for defects do not apply to Products the complaint of which was asserted after the expiry of the stated guarantee period and to the wear of the Products caused by its utilisation. The guarantee and claims for defects do not apply to defects caused by improper use, the failure to follow the instruction manual, unsuitable maintenance or incorrect storage. **In case of Products sold for a lower price, the Seller is not liable for defect due to which the price was reduced; instead of the right for replacement, the Purchaser is entitled to a reasonable discount in such case.**

16. The complaint can be filed as follows:

- a) giving information to the Seller by e-mail or in writing.
- b) delivering the claimed Products (otherwise than by pay on delivery which is not accepted by the Seller) to the address of Seller's registered office only. When sending the Products, the Purchaser shall pack it in a suitable package to prevent its damage or destruction. A proof of purchase of the Products or an invoice, if issued, or any other document proving the purchase of the Products shall be supplemented to the Products, together with the signature and a proposal for the settlement of the complaint.

17. The Seller is not liable for any harm to health of people, or harm to the property and Products caused by the use in contradiction with the instruction manual to the Products, unprofessional handling or misuse of the Products, or negligence.

This Rules for Complaints become effective on **25.2.2018**