

Elite Care, s.r.o.
with registered office: Bořivojova 878/35, Žižkov, 130 00 Praha 3
registered in the Commercial Register kept at the Municipal Court in Prague, sp. C 264217
identification number: 054 83 581

for the sale of goods through an online store located at the Internet address
<http://www.elitecare.cz>

1. INTRODUCTORY PROVISIONS

1.1. This Complaint Procedure (hereinafter referred to as the "Complaint Procedure") of Elite Care, sro, with registered office at Bořivojova 878/35, Žižkov, 130 00 Praha 3, identification number: 05483581, registered in the Commercial Register kept at the Municipal Court in Prague, Zn. C 264217 (hereinafter referred to as the "Seller" or "Seller") regulates the procedure for claiming goods (goods) and defecting goods (items) purchased from the seller by another natural or legal person ("Buyer" performance in case the buyer is a consumer.

1.2. This complaint procedure regulates differently the rights and obligations for buyers who engage in the relationship with the seller as buyer consumers (hereinafter referred to as the "consumer") and differently for natural or legal persons acting in order to order goods in the course of their business activities (hereinafter referred to as "entrepreneur"). Art. 2 of this Complaint Procedure applies to all buyers, Article 3 only to buyers in the position of the consumer.

2. REPLACEMENT

2.1. This part of the Complaint Rules applies to both consumers and businesses.

2.2. The Seller is obliged to deliver the goods in the quantity, quality and execution specified in the contract and to package them or provide them for transportation in the manner specified in the contract. If the contract does not specify the quality or performance of the goods, the seller is obliged to deliver the goods in quality and execution that is suitable for the purpose specified in the contract or, if not specified in the contract, for the purpose for which such goods are normally used. If the contract does not specify how the goods are to be packaged or provided for carriage, the seller is obliged to pack or place the goods for carriage in the manner customary for such goods in the course of trade, or, if this method can not be determined, in a manner necessary for the preservation and protection goods.

2.3. When determining the quality or performance according to the agreed sample or template, the goods of the quality or design must correspond to the specimen or the original. If the quality is different or the one specified in the contract and the sample or the original is different, the contract shall be decided. If the contract and sample determine the quality or performance of the goods differently but not contradictory, the goods must match the contract and the sample or the original.

2.4. If the seller violates the obligations set out in Article 2.2 or 2.3. claiming goods, defective goods. For the defects of the goods is considered also the delivery of other goods than the contract and defects in the documents required for the use of the goods.

2.5. The seller is responsible for the defect of the goods at the moment the damage to the goods occurs to the buyer, even if the defect becomes apparent only after that time. Seller's obligations arising from the warranty on the quality of the goods are not thereby affected. The seller is also liable for any defect that arose after the passing of the risk of damage to the buyer if it is caused by a breach of his obligations.

2.6. The buyer is obliged to view the goods as soon as possible after the risk of damage to the goods has passed and to ascertain its properties and quantities.

2.7. By guaranteeing the quality of the goods, the seller accepts in writing that the goods delivered will be eligible for a certain period of time for use for the agreed or otherwise customary purpose or that they retain the agreed, otherwise customary characteristics. Assumption of warranty can arise from the contract or from the seller's declaration, in particular in the form of a warranty card or the indication of the warranty period or period of use of the item on the packaging or in the advertisement. If there is a different warranty period in the contract or warranty statement of the seller, the parties' arrangements apply. The warranty period begins to run from the date of delivery. Seller's liability for quality defects does not arise if these defects were caused after the risk of damage to the goods through external events and did not cause them to the sellers or persons with whom the seller fulfilled his obligation. The warranty does not apply to goods that are handled in contravention of the terms stated in the warranty card.

2.8. If the delivery of defective goods is substantially contravened by the contract, the buyer is entitled to:

- a) to eliminate the defect by supplying new goods without defect or by supplying the missing goods,
- b) to remedy the defect by repairing the thing,
- c) a reasonable discount on the purchase price,
- d) withdraw from the contract.

The buyer will inform the seller of the right he or she chooses when notifying the defect or without undue delay after the defect is notified. The buyer can not change the choice without the seller's consent; this is not the case if the buyer has asked for a bug to be corrected, which will prove to be irreparable. If the seller fails to remedy the defect within a reasonable time if he notifies the buyer that the defect does not remedy the defect, the buyer may request a reasonable discount from the purchase price instead of removing the defect or withdraw from the contract.

If the buyer fails to notify the buyer of the choice of his claim within the period mentioned above, he has claims for defects of goods as in the case of an insubstantial breach of the contract (Article 2.9 of the Complaint Procedure).

2.9. If the defective performance is an irrelevant breach of contract, the buyer has the right to remove the defect or to a reasonable discount on the purchase price.

Until the buyer exercises the right to a discount on the purchase price or withdraws from the contract, the seller can deliver what is missing or remove the legal defect. Other defects may be removed by the seller by his / her repair or delivery of new goods; the choice must not cause unreasonable costs for the buyer.

If the seller fails to remove the defect in good time or refuses to remove the defect, the buyer may request a discount on the purchase price or withdraw from the contract. The buyer can not change the choice without the seller's consent.

2.10. Upon the removal of the defect, the buyer does not have to pay a portion of the purchase price by an estimate or proportionate to his right to a discount.

2.11. Upon delivery of new goods, the buyer shall return the goods originally delivered to the seller at his own expense.

2.12. The buyer can not withdraw from the contract or demand the delivery of a new thing if the matter can not be returned in the state in which it was received. That does not apply,

- a) if there has been a change in status as a result of an inspection to identify the defect of the goods,
- b) if the purchaser has used the goods before the discovery of the defect,
- c) if the buyer has not been able to return the goods in the unaltered state by negotiation or omission; or
- d) if the buyer has sold the goods before the discovery of the defect, if he has consumed it or has changed the goods in normal use; if only in part, the buyer returns to the seller what else he can return and then returns the seller to the amount in which he has benefited from the use of the goods.

2.13. If the buyer fails to notify the buyer of the defect of the goods in good time, he or she will lose the right to withdraw from the contract.

2.14. If the buyer fails to notify the buyer of the defect without undue delay after he / she has been able to find out in good time after the inspection and due diligence, the court fails to acknowledge the right of faulty performance. In the case of a hidden defect, the same shall apply if the defect has not been reported without undue delay after the buyer has been able to ascertain with sufficient care, no later than two years after the case has been surrendered.

For the purposes of the preceding paragraph, the court will only take into account the seller's objection that the defect has not been notified in due time. However, the Seller has no right to object if the defect is due to the fact that the seller knew or ought to have known at the time of delivery.

3. SPECIAL PROVISIONS FOR CONSUMER ADVERTISING

3.1. This part of the Complaints Procedure applies only if the buyer is a consumer.

3.2. The Buyer has the right to withdraw from the Purchase Agreement in writing without giving any reason and without any sanction under the terms and conditions set forth in the Business Terms and Conditions and in the instruction on the right to withdraw from the contract as part of the business terms and conditions.

3.3. The rights and obligations of the parties regarding the seller's liability for defects, including the seller's warranty, are governed by the relevant generally binding provisions of the Civil Code.

3.4. The seller is responsible to the buyer for the fact that the item has no defects when taken over. In particular, the seller is liable to the buyer that at the time the buyer took over the goods,

- a) the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the goods and the advertising made by them,
- b) the goods are fit for the purpose which the seller indicates or to which goods of this type are normally used,
- c) the goods correspond to the quality or performance of the agreed sample or original if the quality or design has been determined according to the agreed sample or original,
- d) the goods are in the appropriate quantity, degree or weight; and
- e) the goods comply with the requirements of the legislation.

If there is a defect within six months of the takeover, the goods are deemed to have been defective already at takeover.

3.5. If the nature of the purchase permits, the buyer has the right to have the thing checked before it or to perform its functions.

3.6. The buyer is entitled to claim the right to a defect that occurs with consumer goods within 24 months of the takeover. The provisions of the previous sentence shall not apply if it results from the nature of the goods. If there is a period of time for the use of the goods sold, packaging, advertising or advertising in accordance with other legislation, the provisions of the generally binding legal regulations and these quality guarantee terms shall apply.

3.7. If so requested by the buyer, the seller shall certify to him in writing the extent and duration of his obligations in the event of defective performance. The seller has defective performance obligations to the extent that the manufacturer's defective performance obligations persist. The confirmation shall also include his name, registered office and identification, or any other information necessary to establish his / her identity. If necessary, the seller shall explain in a comprehensible manner the content, scope, conditions and

duration of his liability, as well as the manner in which the rights arising from it may be exercised. In the confirmation, the seller shall also indicate that the buyer's other rights attaching to the purchase are not affected. The certificate may be replaced by a proof of purchase of the item containing the data.

3.8. Clause 3.6. of this Complaint Rules does not apply

- a) For goods sold at a lower price for a defect for which the lower price has been agreed,
- b) the wear and tear of goods caused by its normal use,
- c) in the case of second-hand goods, the level of use or wear which the goods had at the time of takeover by the buyer, or
- d) if it results from the nature of the goods.

3.9. If the goods are not damaged or used quickly, the seller is responsible for defects that will appear as a conflict with the purchase agreement after taking over the item during the warranty period (warranty).

3.10. If the goods do not have the characteristics set out in Article 3.4 of this Complaint Procedure, the buyer may also require the delivery of new non-defective goods if this is not disproportionate due to the defect, but if the defect only affects the part of the goods, if this is not possible, it can withdraw from the contract. If, however, due to the nature of the defect it is disproportionate, especially if the defect can be removed unnecessarily, the buyer has the right to free the defect.

The right to deliver a new item or to replace the part is bought by the buyer even in the case of a defect that can be remedied if the item can not be properly used for repeated defects after repair or for a greater number of defects. In that case, the buyer has the right to withdraw from the contract.

If the buyer does not withdraw from the contract or if he does not exercise the right to deliver new non-defective goods, to replace his part or to repair the goods, he may require a reasonable discount. The buyer has the right to a reasonable discount even if the seller can not deliver new defective goods, replace their parts or repair the goods, and if the seller fails to remedy the remedy within a reasonable time or that the remedy for the consumer would cause serious difficulties.

3.11. The right of defective performance of the buyer does not belong if the buyer knew that the goods had a defect before taking over the item or if the buyer had caused the defect himself.

3.12. If the goods have a defect from which the seller is liable, and if the goods are sold at a lower price or the goods used, the buyer has the right to an exchange of the right to a reasonable discount.

3.13. Buyer's rights arising from the seller's liability for defects, including seller's warranty, are claimed by the buyer at the seller's premises. The moment when the claim is made is the moment when the seller received the goods claimed from the buyer. Goods are delivered by

the buyer to the seller at his expense and risk. This is without prejudice to any mandatory provisions of generally binding legislation. The buyer is obliged to describe in detail the defect, to prove that the goods have been purchased by the seller (in particular by the signed invoice by the seller), to submit the warranty certificate, if issued, and to indicate what form of complaint the consumer claims. The seller is required to provide the buyer with a written confirmation of the consumer's right to claim the right of the claim and the manner in which the claim is settled by the buyer; and confirmation of the date and manner of handling of the claim, including the confirmation of the repair and the duration of its duration, or a written justification for the refusal of the complaint. The seller or his authorized representative decides on the claim immediately, in complex cases within three business days. This period does not include the time appropriate to the type of product or service needed to expertly assess the defect. Complaints, including the removal of a defect, must be settled without undue delay, no later than 30 days after the date of the claim, unless the seller agrees with the consumer for a longer period. The expiry of this period is considered as a material breach of contract.

4. FINAL PROVISIONS

4.1. If any clause of the Claim Rules is invalid or ineffective, or becomes invalid, instead of invalid clauses, a clause will go into the closest possible approximation to the invalid clause. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. Changes and additions to the Purchase Agreement or Complaint Order require written form.

4.2. If any of the provisions of this Complaint Procedure Rules contradicts the mandatory provisions of generally binding regulations, such provisions of this Complaint Rules shall not be taken into account.

4.2. Contact details of the seller for the purpose of claiming or claiming a defect - registered office: Elite Care s.r.o., Bořivojova 878/35, 130 00 Žižkov, Prague 3; e-mail address: jana.sera1@gmail.com; phone +420608558002.

In Prague, 30 April 2018

Elite Care, s.r.o.