

COMPLAINTS POLICY

of the online shop www.horology.eu

Article I Introductory Provisions

- 1.1 Company **Vintage Horology Associates, s. r. o.**, with registered seat at Na barine 18, 841 03 Bratislava, Slovak Republic, ID: 52 138 194, registered in the Commercial Register held by District court Bratislava I, Section: Sro, Insertion No.: 133620/B (hereinafter referred to as the "**Operator**") is the operator of the online store www.horology.eu focusing on the sale of used/antique watches (hereinafter referred to as the "**online shop**" and "**products**"). The operator can also be contacted via e-mail at sales@horology.eu.
- 1.2 The Customer is an entity interested in making an order or who has ordered products from the Operator (hereinafter referred to as the "**Customer**" and together with the Operator only the "**Contracting Parties**").
- 1.3 This Complaints Policy relating to the sale of products (hereinafter referred to as the "**Complaints Policy**") is an integral part of the General Business Terms and Conditions of the Operator for the online shop horology.eu in which the Operator offers products for sale (hereinafter referred to as the "**items**" or "**goods**").
- 1.4 The Operator shall draft this Complaints Policy to provide Customers who have purchased goods from them under the purchase contract with information on the conditions and procedures for the application and handling of complaints and suggestions of Customers and their rights related to the Operator's liability for defects.

Article II Liability for Defects and Warranty Period

- 2.1 The Operator is responsible for any defects on the sold item upon takeover by the Customer. For used items, the Operator is not responsible for defects caused by use or wear. For items sold at a lower price, the Operator is not responsible for a defect for which a lower price has been negotiated. The Operator is not responsible for defects that are stated or obvious from the description of the goods or from their photo documentation.
- 2.2 The Operator is also liable to the Customer for defects that occur after the handover of the item within the warranty period (warranty). The warranty period is 12 months. This warranty period does not apply to consumables that may be part of the products (e.g. straps, etc.). The warranty period commences upon the receipt of the item by the Customer. The rights arising from liability for defects on an item that the warranty period applies to shall expire if they have not been exercised within the warranty period.

Article III Rights Arising Out of Liability for Defects

- 3.1 In the case of a defect that can be remedied, the Customer has the right to have the defect

remedied free-of-charge, in a timely and proper manner. The Operator is obliged to remove the defect without undue delay. The Customer may require products replacement instead of defect removal, or, if the defect relates only to a part of the products, require a replacement of the respective part, if the Operator does not have to bear disproportionate costs in relation to the price of the products or the severity of the defect. The Operator may always replace the defective item with a defect-free product instead of removing the defect, unless this causes serious difficulties to the Customer.

- 3.2 In the case of a defect that cannot be remedied and which prevents the product from being properly used as though free of defects, the Customer has the right to exchange the product or has the right to withdraw from the contract. The same rights apply to the Customer if there are removable defects, but if the Customer cannot properly utilize the product due to recurring defects after repair or for a greater number of defects. In the case of other irremovable defects, the Customer is entitled to a reasonable discount from the price of the item. The inaccuracy of the mechanical components of the watch compared to electronic time measuring equipment, or as a result of age, wear and the nature of the watch that does not allow for an absolutely accurate time measurement is not considered to be a defect of the watch. In the case of mechanical watches, deviations greater than 300 seconds per day may be considered a defect.
- 3.3 The provisions of this Article shall not apply in relation to defects for which the Operator is not responsible. If the Operator is responsible for the defect, they always have the right to withdraw from the contract.

Article IV **Procedure for Asserting Liability for Defects (Complaint Procedure)**

- 4.1 Complaint means the application of liability for product defects. The Customer has the right to make a complaint.
- 4.2 The Customer may file a complaint with the Operator via mail at the Operator's registered seat or via e-mail (contact details are specified in Article I, Section 1.1 of this Complaints Policy). When making a complaint, the Customer shall
- provide his/her name, surname and address, and may provide a contact e-mail,
 - provide a description of the product defect,
 - indicate how they wish to remedy the defect pursuant to Article III of this Complaints Policy,
 - submit a photocopy (in case of complaint via mail) or scan (in case of complaint via e-mail) of proof of purchase (e.g. invoice and payment receipt); in case of doubt, the Operator may request the provision of the original proof of purchase for inspection,
 - and at the same time deliver the claimed defected item to the Operator via mail.
- 4.3 A complaint shall not be deemed to have been filed until the day when the Operator is notified of all information and the required documents and the products under complaint pursuant to Section 4.2 of this Article have been delivered.

Article V **Procedure for Handling Complaints**

- 5.1 Settlement of complaint means termination of the complaint procedure by handing over the repaired product, replacing the product, returning the purchase price of the product, paying a reasonable discount from the product price, making a written request for acceptance of the resolution or justified rejection.

- 5.2 If the Customer makes a complaint, the Operator shall, based on the Customer's decision to exercise the rights under Article III of this Complaints Policy, determine the method of handling the complaint pursuant to Section 5.1 of this Article immediately, in complicated cases no later than 30 days from the date of complaint, and in justified cases, especially if a complex technical evaluation of the condition of the product is required, no later than 60 days from the date of the claim. Once the method of handling the complaint has been determined, the complaint shall be settled immediately; in justified cases the complaint may be settled later; however, the complaint settlement must not take longer than 30 days from the date of making the complaint and the delivery of the goods to the Operator if the Operator has the parts necessary for the eventual modification or repair of the goods available (Customer acknowledges that spare parts for old watches are rare and their availability is very limited). Upon the expiry of this period, the Customer has the right to withdraw from the contract or has the right to exchange the product for a new product.
- 5.3 The Operator is obliged to issue a confirmation to the Customer when making a complaint. If a complaint is exercised by means of remote communication, the Operator must deliver the complaint confirmation to the Customer immediately; if it cannot be delivered immediately, it must be delivered without undue delay, but at the latest along with the proof of the handled complaint; the confirmation need not be delivered if the Customer is able to prove the enforcement of a complaint in a different manner.
- 5.4 If the Customer has made a complaint about the product within the first 12 months of purchase, the Operator may handle the complaint by refusal only on the basis of expert judgment by a watchmaker or other expert.
- 5.5 The Operator is obliged to issue a written document on the complaint handling no later than 30 days from the date of the complaint.
- 5.6 The settlement of the claim is without prejudice to the Customer's right to compensation under a special regulation.
- 5.7 Other complaints and suggestions of Customers to which the Customer is entitled under the generally binding legal regulations are handled by the Operator in a lawful manner. Customer complaints and suggestions may be submitted to the Operator in the same manner as a complaint under this Complaints Policy.

Article VI

Alternative Dispute Resolution

- 6.1 The Customer has the right to contact the Operator with a request for remedy if they are not satisfied with the manner in which the Operator handled their complaint or if they believe that the Operator has violated their rights.
- 6.2 The Customer has the right to file a proposal for the initiation of alternative dispute resolution if the Operator has rejected or not responded to their request under Section 6.1 of this Article within 30 days from the date of its sending.
- 6.3 The Customer may submit a proposal to initiate an alternative dispute resolution through the alternative dispute resolution platform available at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>
- 6.4 More information on alternative dispute resolution is also available at the Slovak Trade

Inspection website at the following link: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>

Article VII

Final Provisions

- 7.1 This Complaints Policy is valid from July 1st, 2019.