



# Complaints procedure (valid from 1 January 2015)

## Article I. GENERAL PROVISIONS

### 1.1 Return policy

This complaint procedure of the company VM Telecom s.r.o., with its registered office at Panenská 8, 811 03 Bratislava, regulates the principles and procedures applied in complaints about the goods sold by the company VM Telecom as a seller through e-commerce and other alternative sales channels, such as sales through an intermediary, e-commerce and telemarketing of the company VM Telecom s.r.o., and is binding for all sellers as well as intermediaries of the company VM Telecom s.r.o. All procedures applied to complaints under this complaints procedure are based on applicable, generally binding legal regulations.

As this complaints procedure may not cover all future situations, more complex cases may need to be resolved on an individual basis through consultation.

All deliveries of goods are subject to this complaints procedure. The customer accepts the validity of the complaints procedure by accepting the goods from the seller and by this act they enter into force for them.

### 1.2. Explanation of basic terms

**The "day of sale"** means the day of receipt of the goods or of the payment of the purchase price stated in the proof of payment.

**The "proof of purchase"** is an invoice issued by the company VM Telecom with the list of items forming the goods which are delivered to the customer. The invoice is also a delivery and warranty document.

**The "seller"** is the company VM Telecom.

**The "intermediary"** is a natural or legal person who is in a contractual relationship with the company VM Telecom and is entitled to sell the services of the company VM Telecom within the scope of its business activities. The intermediary is responsible for following the established procedures of the company VM Telecom throughout its sales chain. The "accessories" mean all accessories necessary or optional to supplement the functionality of the device and intended to be used with the device.

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**The "device"** means a device for use on the networks of the company VM Telecom.

**The "service partner"** is a natural or legal person designated by the manufacturer to perform warranty and non-warranty repairs of the goods delivered by the company VM Telecom.

**The "services"** mean all services provided by the company VM Telecom.



The “**goods**” means collectively the device and the accessories, or another product within the meaning of Act No. 250/2007 Coll., on consumer protection, as later amended.

The “**updated goods**” means used goods.

The “**customer**” is a natural or legal person who, as a consumer in terms of §2(a) of Act No. 250/2007 Coll., on consumer protection, as later amended, purchased the goods from the seller for their own use and does not resell them in the course of their business activities, as well as other persons who have the right to make claims for defective goods in accordance with the Civil Code and consumer protection regulations.

## **Article II. COMPLAINT CONDITIONS**

### **2.1 Subject of the complaint**

The subject of a complaint according to this complaints procedure may be:

goods purchased from the seller through e-commerce, telemarketing or sales through an intermediary.

In the case of a complaint about the service, the complaint is governed by the complaints procedure of the company VM Telecom contained in the general conditions of the given service.

The rights to make claims for defective goods can be exercised by anyone who meets the requirements set out in this complaints procedure.

### **2.2 Warranty conditions**

The seller provides the customer with a warranty for the quality, declared quality and operability of the goods in accordance with the valid legal regulations.

In order to comply with the warranty conditions, the buyer is obliged to act in such a way that there is no damage to the product, and they are obliged to handle the product carefully and use it under such conditions that do not result in temporary or permanent quality changes on the external or internal parts of the product.

In particular, the warranty does not cover defects caused by unprofessional or unauthorized intervention (including alteration or other interference with the software), use contrary to the instructions for use, penetration of foreign substances into the device, improper maintenance, damage in case of unavoidable event (natural disaster), mechanical damage due to the fault of the customer or a third party; if the goods have been connected to a supply voltage other than the prescribed one, by over-voltage or if the defect was caused in connection with non-standard accessories. Furthermore, the warranty does not apply to defects of the goods on which the protective elements (seals) used to detect improper installation and handling have been broken. The warranty cannot be claimed if a modification or adaptation is required to extend the functions of the goods compared to the purchased version, or the possibility of its operation in a country other than for which it was designed, manufactured and approved. If during the repair it is found that the warranty for the claimed defect does not apply, the customer shall pay the costs of such repair.



The warranty also does not cover defects caused by an accident of the vehicle in which the goods is installed, by wear and tear due to the use of the goods (scratches, keyboard rubbing, etc.), by carelessness, negligent use, carrying and storing the product (phone falling out of the holder, crooked or broken antenna, antenna connector, broken stops and battery guide grooves, short circuit of the connector contacts with a metal coin, clip, etc.), or careless and inadequate handling of the phone. The warranty cannot be accepted if the product has been mechanically damaged, the product has been stored or used outside the prescribed temperature range defined in the instructions for use, the product has been stored or used in humid, dusty, chemical or other aggressive environments, the product has been exposed to adverse weather conditions (snow, frost, rain, sun, etc.).

Any intervention to the goods may only be performed by the service partner or a person authorized to do so under special legal regulations. The installation of the device and connection to the end point of the electronic communications network may be performed only by a person authorized for the installation, maintenance and service of telecommunication devices and, in certain cases, also by the customer.

The provision of the warranty does not affect the rights of the customer which relate to the purchase of the item according to special legal regulations.

### **2.2.1 Battery warranty conditions**

If the Goods also include a battery, the warranty does not cover the loss of battery capacity or its complete loss due to normal wear and tear and usage time.

The production feature of the sold battery is the ability to maintain the same quality as at the time of sale only for six months from the date of the beginning of its use, after which time any manifestations in the characteristics of the battery in the form of loss of performance is not considered to be a battery defect. For this purpose, the date of sale of the phone is considered to be the beginning of the use of the battery and the beginning of the use of the phone to which this battery was delivered. By expressing interest in purchasing this phone together with the battery, the customer also expresses the will to start using the battery together with the phone on the day of their sale. The basic condition for maintaining the proper functional properties of the sold battery for a period of six months from the date of the beginning of its use is the use of this battery exclusively with the phone with which the supplied battery is sold. Failure to comply with this condition constitutes the right of the seller not to accept a claim for the supplied battery as a result of non-compliance with the warranty conditions of the sold battery. The expression of the customer's interest in the supplied battery with the properties specified in the instructions is in accordance with §496(1) of the Civil Code is considered to be an agreement on the properties, purpose and quality of the sold battery.

### **2.3 Warranty period**

The seller is responsible for defects that the goods has when taken over by the customer or that become apparent during the warranty period. The warranty period for the goods is 24 months and starts from the day of sale of the goods to the customer.

In case of replacement of the goods, a new warranty period for the goods begins to run on the date of taking over the new goods, or the date that was in the complaint protocol or in another relevant document on the takeover of the claimed goods for repair, agreed as the day of taking over the claimed





goods after the repair, or in case of an earlier takeover, on the day of taking over the claimed goods after the repair.

In case of replacement of any part of the goods, the warranty period for this part is three months and begins on the date of receipt of the goods or the date that was in the complaint protocol or in another relevant document on the takeover of the claimed goods for repair, agreed as the day of taking over the claimed goods after the repair, or in case of an earlier takeover, on the day of taking over the claimed goods after the repair.

If the period of use is stated on the goods, on its packaging or the attached instructions, the warranty period does not end before the expiry of this period.

The warranty period does not include the time between the day when the customer exercised their right of liability for defects during the warranty period and the day from which the customer was obliged to take over the repaired goods after the end of its repair.

## **2.4 Place for making a complaint**

A complaint can be made in person at the registered office of the company VM Telecom or by sending the goods to the registered office of VM Telecom by courier or through the postal services of Slovenská pošta (not cash on delivery). All information related to the complaints process is also provided by the helpline of the company VM Telecom on +421 2 20 28 20 28 or [info@viptel.sk](mailto:info@viptel.sk).

## **2.5 Assessment of the complaint**

Immediately after the complaint is made, the seller is obliged to assess the validity of the goods complaint in terms of the following indicators and issue the customer with a confirmation of the complaint and the method of its handling:

- presentation of a valid proof of payment;
- compliance with the warranty period;
- absence of visible mechanical damage to the goods related to the defect.

The complaint will be rejected, especially if:

- it is applied late after the expiration of the warranty period or if the finding of this condition is not possible because the customer has not submitted any of the documents required to file a complaint or other credible document that would undoubtedly confirm that the claimed goods are covered by this complaints procedure, or that the complaint is applied in good time before the expiration of the warranty period, or the customer has not proved these facts in another credible way,
- in cases where the customer submits the claimed goods without any missing part, or, if it is to be replaced, also without any part with which the goods have been sold,
- in case of defects for which, according to this complaints procedure, the seller is not liable for reasons stipulated therein or arising from valid legal regulations.

In case of rejection of the complaint, the customer may be recommended an out-of-warranty repair.





If the verification of the complaint reveals that the complaint was made in time, during the warranty period and the claimed defect is a defect for which the seller is responsible, the customer has the rights specified in point 2.6 of this complaints procedure.

## **2.6 Methods of handling complaints for the goods**

### **2.6.1 Complaint handling and exceeding the deadline for handling complaints**

The seller is obliged to handle complaints for the defective goods as soon as possible but no later than within thirty (30) days from the date of notification of the complaint.

If the complaint is not accepted within three working days, the seller is obliged to send the goods for professional assessment at their own expense.

If the settlement of the complaint takes longer than thirty days, or longer than agreed, the customer is entitled to:

- replacement of the goods, or
- withdrawal from the purchase contract and refund, or
- a reasonable discount on the purchase price of the goods claimed by them, which they paid for it, if the goods have an irreparable defect, but if this defect does not prevent the buyer from its proper use

The period is not considered to be exceeded if the extension of this period was caused by the customer by failing to submit the necessary documents in a timely or proper manner, or by providing cooperation in the process, if the customer in their interest has requested its extension beyond this length stipulated by law.

The deadline for handling the complaint is considered to have been met if the customer has been informed of the method of handling, or of alternative ways of handling complaints, from which they can choose in accordance with the provisions of the complaints procedure and applicable legislation.

The seller shall issue a document on the handling of the complaint within thirty days of the complaint being made.

### **2.6.2 Repairable defects**

If the defect of the claimed goods is remediable, the customer is entitled to request:

- free repair of the goods, or
- replacement of the goods/its components, but only if the seller does not incur disproportionate costs due to the price of the goods or the severity of the defect.

### **2.6.3 Irreparable defects**

If the defect of the claimed goods is irreparable and prevents the customer from the proper use of the goods, the customer is entitled to:



- replacement of the goods,
- withdrawal from the purchase contract and refund,
- a reasonable discount on the purchase price of the claimed goods, which they paid for it, if the goods have an irreparable defect, but this defect does not prevent the buyer from its proper use.

#### **2.6.4 Repetitive defects**

If the defect can be repaired but the customer may not use the goods properly for the same defect to reappear after at least two previous warranty repairs or for the simultaneous occurrence of at least three separate defects, each defect preventing the proper use of the goods; in each case, provided that the customer also returns the defective goods at the same time, the customer is entitled to:

- replacement of the Goods, or
- withdrawal from the purchase contract and refund.

#### **2.7 Complaint handling - warranty repair**

The customer is entitled to claim the repair at the places specified in point 2.4 of this complaints procedure. If they send the Goods for repair by post, they are obliged to state the exact description of the defect to be resolved in the accompanying letter.

If the claimed defect is not accepted under the warranty, the procedure is in accordance with point 4. Extra-warranty repairs.

If the customer has made a claim for a complaint after 12 months from the purchase and the seller has rejected it, the person who handled the complaint shall state to whom the customer may send the goods for professional assessment in the document on the handling of the complaint. If the goods are sent for professional assessment to a designated person, the costs of the professional assessment, as well as all other related purposefully incurred costs, shall be borne by the seller, regardless of the result of the professional assessment. If the customer proves by a professional assessment the seller's liability for the defect, they may file a complaint again; the warranty period does not run during the professional assessment. The seller is obliged to reimburse the customer within fourteen (14) days from the date of re-application of the complaint all costs incurred for the professional assessment as well as all related purposefully incurred costs. A re-submitted claim cannot be rejected. Notwithstanding the above-mentioned, the seller reserves the right to proceed with the handling of complaints by sending it for professional assessment even if the claim is made twelve months after the purchase.

It is necessary to write the maximum legal deadline for handling the complaint (thirty (30) days) from the date of the complaint, or from the date of the delivery of the notice of complaint. If the complaint is settled earlier, the seller or the service partner, if the complaint was made directly to them, shall inform the customer of this.

#### **2.8 Complaint handling – replacement**

If the Customer claims replacement of the goods, they are obliged to submit the following documents together with the defective goods:



- proof of discovery of the defect which shows that the conditions for the replacement of the goods were met (e.g. a protocol for a complaint with the statement of the relevant service partner), and
- proof of payment.

In cases where the Customer requests and has the right to replace the device, the seller shall provide a device of the same type.

If the seller is not able to provide a device of the same type based on the customer's justified request (e.g. due to the fact that it is no longer being offered, does not have it in stock), the customer is entitled to withdraw from the purchase contract and to a refund - see point 2.10 Procedure for withdrawal from the purchase contract - refund.

The seller may offer the customer a device of another type.

## **2.9 Complaint handling - withdrawal from the purchase contract**

If the customer is entitled to withdraw from the purchase contract and insists on this, it is necessary to contact the company VM Telecom by phone on +421 2 20 28 20 28 or by e-mail to [info@viptel.sk](mailto:info@viptel.sk), even if they have taken over the claimed goods from the repair directly from the service partner.

## **2.10 Procedure for withdrawal from the purchase contract – refund**

In the event that the Customer exercises the right to withdraw from the contract and to a refund, he must submit together with the Goods:

- proof of finding a defect which shows that the conditions for withdrawal from the contract and for the return of money were met (e.g. the complaint protocol with the statement of the relevant service partner),
- proof of payment.

After fulfilling the above-mentioned conditions, the company VM Telecom will return the price paid for the goods to the customer to an account maintained in a bank in the territory of the Slovak Republic designated by the customer or by postal order sent to the address specified by the customer.

## **Article III. SPECIAL PROVISIONS**

### **3.1 Complaints when taking over the goods from the carrier**

This is a complaint about a defect of the shipment found during its receipt by the customer from the contractual carrier, such as a damage, incorrect or incomplete shipment, etc.

The customer is obliged to inspect the goods immediately upon receipt. If mechanical damage to the packaging of the goods is found, the customer is obliged to check the condition of the goods and in case of damage to make a record of the damage in the presence of the carrier. The carrier is responsible for damage during transport as all the goods are insured. For assistance, it is possible to contact us by phone on +421 2 20 28 20 28 or by e-mail to [info@viptel.sk](mailto:info@viptel.sk). Claims for mechanical damage to the goods





(scratches, cracks, breaks, ...) which were not detected when the shipment was taken over cannot be accepted.

The customer is obliged to check the completeness of the packaging when taking over the goods (personal and non-personal). In the case of personal collection, the customer is obliged to check the contents of the package immediately; subsequent complaints will not be accepted.

### **3.1.1 Complaints when checking the contents of the shipment**

In the case of a quantitative discrepancy between the delivered goods and the proof of payment, the customer is obliged to claim for the defect without any undue delay after receiving the shipment. It is also possible to combine a complaint with a non-functional/incomplete goods with this complaint.

### **3.1.2 Incomplete shipment**

In the case of delivery of an incomplete shipment, the customer shall file this defect by phone on +421 2 20 28 20 28 or by e-mail to [info@viptel.sk](mailto:info@viptel.sk).

### **3.1.3 Replaced goods**

In the case of replacement of the ordered goods for another, the customer shall file this defect by phone to +421 2 20 28 20 28 or by e-mail to [info@viptel.sk](mailto:info@viptel.sk).

## **Article IV. OUT-OF-WARRANTY REPAIRS**

If, after a complaint has been lodged, it is found that the conditions for the recognition of the complaint are not met in accordance with this complaints procedure and in accordance with legal regulations, the seller must inform the customer of this fact. The seller may send the customer a price proposal for the preliminary price of the repair and a deadline for the repair or recommend a service partner with whom the seller cooperates. If the customer has claimed the right to repair directly from the service partner, the service partner will inform them directly of this fact.

If the seller or service partner does not receive the approval of the price proposal and the deadline for repair specified in the price proposal from the customer, or if the customer does not wish to perform the repair, the seller or service partner shall send, if the complaint was made directly to them, the goods back to the customer upon agreement.

If the customer gives written consent to the price of the repair and the date of the repair, the service partner will eliminate the defect within the agreed period. If during the repair such circumstances arise that may affect the agreed conditions, especially if the actual price of the repair is higher than the preliminary price of the repair, then the seller, or the service partner, is obliged to inform the customer about the actual price of the repair, excluding VAT, without undue delay.

If the customer does not agree with the changed conditions, the repair contract expires and the customer is obliged to pay the price for work already performed and compensation for costs incurred to the seller or service partner, if they have made a complaint directly with them. If the goods are not covered by the warranty and the customer agrees with the seller on out-of-warranty repairs, the customer is obliged to





pay the price for work performed and for expediently incurred costs even if the goods are unrepairable and returned without repair.

Goods that are not picked up within the agreed time will be disposed of in accordance with §656 of the Civil Code.

This complaints procedure shall enter into force and effect on 1 January 2015.

