

# Complaints Policy and Procedures

## I. General provisions

The Complaint Policy and Procedure is an integral part of the General Terms and Conditions of the Seller CBD Beauty Ltd., ID No.: 09871055, registered office: Na Záhradách 3170 / 1a, 690 02 Břeclav, registered in the Commercial Register of the Regional Court in Brno, Section: C, Insert: 121379 (from now on referred to as the "Seller"), and describes the procedure of how to approach a claim for goods acquired from the Seller.

The Buyer must familiarize themselves with the Complaint Policy and Procedure and the [General Terms and Conditions](#) (from now on referred to as "GTC") before ordering the goods. At the same time, the Buyer acknowledges that they are obliged to provide the Seller with the necessary cooperation necessary for the processing of the complaint; otherwise, the periods shall be adequately extended by the time in which the Buyer did not provide the required cooperation.

By concluding the Purchase Contract and accepting the goods from the Seller, the Buyer agrees to the following Complaint Policy and Procedures.

The definitions of terms contained in this Complaint Policy and Procedures take precedence over those in the GTC. In the absence of a definition of a term in this Complaint Policy and Procedures document, it shall be understood in the sense in which it is defined in the GTC. If it is not described therein, it shall be construed in the sense that it is used by law.

In the event of a service intervention within the scope of a purchased or agreed service, this service intervention shall be governed exclusively by the terms and conditions of the [service in question](#).

## II. Quality Guarantee

As proof of warranty, the Seller issues a proof of purchase (invoice) for each purchased goods with the legally specified data necessary for the claim of warranty (in particular, the name of the goods, the length of warranty, price, quantity, serial number).

On the Buyer's expressed request, the Seller shall provide a warranty in the form of a warranty certificate. However, as a standard, if the nature of the item so permits, the Seller shall issue the Buyer with proof of purchase of the item containing the above data instead of a warranty certificate.

If necessary, given the guarantee provided, the seller shall explain the content of the warranty provided comprehensibly in the warranty card. It shall state its scope, conditions, duration, and how claims arising from it may be asserted. The seller shall also state in the warranty card that the warranty shall be without prejudice to the buyer's rights relating to the purchase.

## **1. Time limit for exercising rights arising from defective performance**

The time limit for exercising the rights from inadequate performance begins on the date of receipt of the goods by the Buyer, i.e., on the date indicated on the proof of purchase or the warranty certificate.

The time limit is:

- a) for new (including unpacked) goods 24 months;
- b) for nearly new goods, 21 months (nearly new goods are used goods which have subsequently been inspected by our experts and which are marked as such);
- c) for second-hand goods, 12 months (second-hand goods are goods that have been used or serviced without defect, and the completeness of the packaging does not prevent the full use of the product).

In the case of consumer goods, the buyer is entitled to exercise the right of defect within twenty-four (24) months if the goods do not have an expiry date; otherwise, the period is reduced only to the date displayed on the packaging of the goods.

For a business buyer, the time limit for the exercise of rights arising from unsatisfactory performance may be regulated differently; if this is expressly stated for the type of goods in question, the time limit thus stated shall prevail. The goods shall be labeled in such a case.

The period shall end on the date numerically corresponding to the date on which it began and the corresponding number of months later. The period in months shall be indicated for each item in the Seller's shop and shall be sufficiently indicated on the proof of purchase.

Liability rights in respect of defects in the goods for which the guarantee of quality applies shall be terminated unless they have been exercised within the period specified.

In the case of a complaint in the form of an exchange of goods, no new time limit applies; the time limit starting from the date of receipt of the goods by the Buyer is applicable.

## **2. Quality on receipt**

The Seller shall be liable to the Buyer that the item is free from defects upon receipt. In particular, the Seller shall be responsible to the Buyer that at the time when the Buyer took over the item,

- a) the goods have the characteristics agreed upon between the parties and, in the absence of such agreement, the characteristics described by the Seller or the manufacturer or expected by the Buyer given the nature of the goods and based on the advertising carried out by the Seller or the manufacturer;
- b) the thing is fit for the purpose which the seller states for its use or which a thing of the same kind is commonly used;
- c) the thing is of the appropriate quantity, measure, or weight;
- d) the thing complies with the requirements of the law.

If the defect manifests within six months of receipt, the item shall be deemed defective when received by the Buyer unless the Seller proves otherwise.

## **III. Warranty Terms and Conditions**

### **1. Inspection of goods upon receipt**

The Buyer shall inspect the goods, their completeness, and undamaged packaging upon personal receipt from the Seller.

Upon receipt from the carrier, the Buyer shall duly and carefully check the condition of the consignment (in particular, the number of packages, the intactness of the company logo tape, and the intactness or damage to the packaging) following the delivery note.

Furthermore, the Buyer shall check the completeness of the goods on the day of receipt, particularly that the package contains everything it is supposed to contain.

Any discrepancies must be reported to the Seller upon personal receipt on-site; upon receipt from the carrier, they must be noted in the carrier's acceptance report, or the Buyer may refuse to accept the shipment, or they can always be reported by email to [info@cbdbeauty.care](mailto:info@cbdbeauty.care). Furthermore, the Seller recommends attaching photo documentation of the damage and packaging in case of acceptance from the carrier.

These arrangements do not affect the statute of limitations for exercising the rights arising from unsatisfactory performance. An additional claim of incompleteness or external damage to the consignment does not deprive the buyer of the right to claim the item but allows the seller to prove that it is not a breach of the contract of sale.

## **2. Making a complaint**

A complaint can be sent to the email address of the Seller's operation.

Email for complaints: [order@cbdbeauty.care](mailto:order@cbdbeauty.care)

The consignment must contain the claimed goods (including complete accessories), a detailed description of the defect, and the Buyer's contact details (preferably return address, e-mail, and telephone number).

Furthermore, the Seller recommends enclosing a copy of the proof of purchase or other appropriate means to prove the warranty for the goods. Without the above, it is impossible to identify the goods' origin and defect.

The Seller also recommends that the customer chooses the desired complaint handling method (repair, replacement, credit note).

The Seller shall send the Buyer a written confirmation of when the claim was made and its content by email immediately after receipt of the claim. The written confirmation shall only serve as proof of receipt of the claim. The condition of the goods the Buyer has handed them over to the Seller shall be examined as part of the complaint procedure.

The Buyer is aware that if they fail to deliver the claimed goods, including all accessories received, in the event of the Buyer's withdrawal from the contract, the Buyer will be refunded the purchase price less the price of the undelivered accessories.

## **3. Exclusions**

Breaking the protective seal, informative sticker, or serial number exposes the Buyer to the risk of rejecting the claim unless the damage occurs during regular use. Seals and serial numbers are an integral part of the goods and in no way restrict the customer's right to use and handle the goods to the full extent they are intended for.

#### **4. Responsibilities of the seller**

Furthermore, the warranty does not cover damage caused by (if such activity is not a regular activity and yet is not prohibited in the enclosed instructions for use):

- a) mechanical damage to the goods;
- b) use or storage of the goods in conditions which do not correspond in their temperature, dustiness, humidity, chemical and mechanical influences to the environment directly intended by the Seller or the manufacturer;
- c) damage caused by excessive loading or use contrary to the conditions specified in the documentation or general principles;
- d) unqualified intervention or alteration of parameters;
- e) goods modifications that have been made by the customer (coatings, bending, etc.) if the defect is due to such changes;
- f) damage caused by natural elements or force majeure;
- g) the use of incorrect or non-original materials, nor for any damages resulting from there, unless such use is customary and has been excluded in the accompanying instructions for use.

These limitations do not apply if the characteristics of the goods which are contrary to the conditions mentioned above have been expressly agreed between the Buyer and the Seller, mentioned, or declared by the Seller, or can be expected given the advertisement made or the usual manner of use of the goods.

#### **5. Defect testing**

Goods submitted for complaint will be tested only for the defect indicated by the Buyer (in the enclosed defect description sheet). The Seller recommends a written form for indicating the defect, which also means electronic communication.

#### **6. Rejection of a complaint**

Furthermore, the Seller has the right to reject a claim for goods in cases where the claimed goods and/or their components are contaminated or do not meet the essential prerequisites for safe sanitary submission of the goods for the claim procedure.

### **IV. Complaints handling**

#### **1. Buyer - consumer**

By Section 2(1)(a) of Act No. 634/1992 Coll. on Consumer Protection, as amended, a consumer is a natural person who does not act in the course of their business or in the course of the independent exercise of their profession.

If the Buyer is a consumer, the Seller shall decide on the complaint immediately, in complex cases, within three working days. This time limit does not include the period appropriate to the type of product or service required for a professional assessment of the defect.

The Seller shall handle the complaint, including the defect removal, without undue delay no later than 30 days from the date of the complaint. The period of 30 days may be extended by agreement with the consumer after the claim has been made - such extension may not be for an indefinite or unreasonably long period. After

the expiry of the period or the extended period, the defect shall be deemed to have existed, and the consumer shall have the same rights as if it were a defect that cannot be remedied.

## **2. Buyer - entrepreneur**

If the Buyer is an entrepreneur, the Seller undertakes to decide on the complaint within 40 days from the date of the complaint. The buyer-entrepreneur will be informed of this decision by email.

## **V. Common provisions**

The Seller shall issue to the Buyer a written confirmation of the date and manner of handling the claim, including proof of the repair, the duration of the claim, or the reasons for rejecting the claim.

Once the claim has been settled, the Seller shall notify the Buyer of the end of the claim by telephone, SMS, or email. If a shipping service has sent the goods, they will be automatically sent to the Buyer's address after processing.

Once a valid claim has been settled by repair or replacement, the equipment's warranty is extended for the duration of the claim. The claim runs from the day after the claim is made until the buyer is informed of the settlement.

The Buyer is entitled to reimbursement of the reasonably-incurred costs in connection with the assertion of a legitimate claim. These costs are understood to be the minimum necessary. In particular, the postage costs for sending the claim. These costs do not necessarily include the vehicle journey for the claim, express transport, or other similar expenses. Reimbursement of costs must be requested without undue delay, but at the latest within 1 month of the end of the period for exercising the rights arising from the defective performance.

The Buyer must check the goods taken over and their compliance with the dispensing complaint protocol. The Buyer shall further check the completeness of the goods, particularly that the packaging contains everything it is supposed to contain. Any objections made later shall not be considered.

These arrangements do not affect the statute of limitations for exercising the rights arising from unsatisfactory performance.

The Buyer is obliged to accept the complaint without undue delay within 30 days of the date they were informed of its processing. This period may not expire before 60 days after the complaint has been submitted.

If the Buyer does not collect the claim at the latest on the last day of the period, the Seller will charge a deposit fee of CZK 20, - including VAT, for each day of delay. If the Buyer does not collect the goods from the settled claim within 6 months from the date they were informed of the settlement, the Seller reserves the right to sell the goods and use the proceeds to pay the storage fee.

When issuing the goods or cash credit note after the claim has been processed, the Buyer is obliged to present the document based on which the item was accepted for the claim and must prove their identity with a valid identity document (ID card, passport), to prevent damage and prevent the legalization of

proceeds of crime. Without presenting these documents, the Seller or their contractual partner may refuse to issue the goods or refund the credit note. If the Buyer is a legal person, the goods will only be dispensed, or the credit note will only be reimbursed to the legal person's statutory body or a person who presents a certified power of attorney.

## **VI. Consumables and minimum service life**

If the subject of the purchase is consumables or if these consumables are part of the purchased goods, the service life shall be used instead of the warranty for quality. The service life may be stated in terms of time, the time of the goods, the number of uses, or the number of pages printed or otherwise similarly specified. More than one of these service lives may be specified for the goods. All the stated conditions must be complied with to make a claim successfully.

The Buyer's right to claim the goods within the statutory warranty period is not affected. However, the Buyer must consider the facts mentioned above, as the warranty does not cover wear and tear caused by normal use of the item and thus cannot be confused with the product's service life. The service life of the goods is the susceptibility to wear and tear caused by normal use. If you use (not own) the goods for longer than their normal service life, it is likely that the defect is due to normal wear and tear, but it is not excluded that it is a warranty defect.

The Seller is obliged to indicate the durability of the goods offered. Otherwise, the Seller has no option to refer to this durability.

## **VII. Final provisions**

The Buyer's rights under the law are not affected by this Complaints Procedure.

This Complaint Policy and Procedures is valid from the 27 of April 2021, supersedes the previous Complaints Procedures, and is available electronically at [www.cbdbeauty.care](http://www.cbdbeauty.care).