

COMPLAINTS PROCEDURE for the MyWay by ND online store

I. GENERAL PROVISIONS

- 1.1. Complaints are settled pursuant to the relevant provisions, in particular of the Civil Code and the Commercial Code. In the case of a Consumer, also pursuant to the Consumer Protection Act.
- 1.2. Foodstuff Goods are deemed to be free of defects if, at the time of delivery to the Buyer, they have a minimum remaining shelf life of at least 30 days, unless expressly stated otherwise for the specific product or within a separately marked offer (e.g. a clearance sale or goods with a shortened shelf life).
- 1.3. When taking over the Goods, the Buyer is always obliged to check:
 - (i) whether the packaging of the Goods or the Goods themselves are not damaged;
 - (ii) whether the Goods were delivered to them in a quantity in accordance with the Order, the relevant delivery note, or rather the invoice;
 - (iii) whether the Goods delivered to them (the type of Goods) are in accordance with the Order.
- 1.4. If, upon handover to the Buyer, the goods exhibit defects which render their use impossible (e.g. expiry of the best-before date, damaged packaging, manifest unsuitability for consumption), the Buyer is obliged to return the goods to the Seller without undue delay. The Seller reserves the right to disregard complaints lodged late in respect of manifestly damaged, improperly stored or expired goods.
- 1.5. Upon discovering a defect in foodstuff goods, the Buyer is obliged to inform the Seller of the defect which has arisen without undue delay and to attach to the notification evidence of the defectiveness of the goods, for example a photograph or other suitable evidence. When lodging a complaint, the Buyer is subsequently obliged to return the defective goods to the Seller and to present proof of the purchase and payment for the goods.
- 1.6. In the event that the goods being complained about are sent to the Seller by post, they cannot be sent cash on delivery. A parcel delivered cash on delivery will not be accepted.
- 1.7. The Consumer has the right to reimbursement only of the necessary costs incurred by them in connection with the exercise of rights arising from liability for defects.
- 1.8. Upon the lodging of a complaint, the Seller is obliged to issue a confirmation. If the complaint is lodged by e-mail, the confirmation is delivered immediately, or at the latest together with the settlement of the complaint. The confirmation is not required if the Buyer can prove the lodging of the complaint in another manner.
- 1.9. By means of this Complaints Procedure, the Seller informs the Buyer of the scope, conditions and manner of lodging a complaint, including information on where a complaint may be lodged.
- 1.10. The provisions of this Complaints Procedure shall apply mutatis mutandis to an Entrepreneur lodging a complaint, except in cases involving provisions of the Complaints Procedure formulated expressly for a Consumer.
- 1.11. By concluding the Contract, the Buyer expresses their consent to this Complaints Procedure and undertakes to comply with it as part of the Contract.

II. LIABILITY OF THE OPERATOR FOR DEFECTS

- 2.1. The Seller is liable for defects in the Goods in accordance with the applicable legal regulations, the GTC and this Complaints Procedure. Defects mean cases where the Goods do not correspond to the quality, safety or hygiene requirements laid down by the legal regulations on foodstuffs, do not correspond to the information stated on the packaging or in the accompanying documents (composition, allergens, best-before or use-by date, storage conditions), are manifestly unsuitable for consumption, were delivered with incorrect or incomplete mandatory information under the applicable legal regulations on the labelling of foodstuffs, were delivered after the expiry of the best-before or use-by date, were delivered in an incorrect quantity, or where Goods other than those stated in the Order were delivered.
- 2.2. A complaint may be lodged only in respect of Goods purchased through the Seller's E-shop.
- 2.3. The Seller is liable for defects up to a maximum of the price of the ordered Goods to which the defect relates.

- 2.4. The Seller is not liable for defects caused by circumstances excluding liability, including but not limited to force majeure, war, a pandemic (e.g. COVID-19), natural disasters, supply outages or other extraordinary events which the seller could not influence.
- 2.5. The Seller is not liable for incorrect information stated by the Buyer in the complaint.
- 2.6. A submission of the Buyer concerning their dissatisfaction with the delivered Goods which does not constitute a defect within the meaning of the applicable regulations or of this Complaints Procedure, or dissatisfaction with the process of settling a grievance or complaint itself, is not a complaint under this Complaints Procedure, unless this Complaints Procedure or the applicable legal regulations, in particular the Consumer Protection Acts, provide otherwise (*hereinafter also referred to as a "Grievance"*).
- 2.7. Complaints are settled by the Seller; however, it may also entrust another person with settling them in accordance with the applicable legal regulations.

III. CONDITIONS AND MANNER OF LODGING A COMPLAINT

- 3.1. A complaint must always be lodged in writing (by letter or e-mail) with the Seller at the address: Ivanská cesta 30/B, Bratislava, 821 04, Slovak Republic, or at the e-mail address: help@mywaynd.com. Where the complaint is lodged by a Buyer who is a consumer, we recommend completing the Complaint Form, which you can download on the E-shop website. The Goods complained about are always sent to the address Esterházyovcov 3192/32, Galanta 924 01, unless the Buyer expressly agrees otherwise with the Seller.
- 3.2. A justified complaint means any complaint by which it is demonstrated that the Seller has breached the relevant legal regulation, the GTC or the Purchase Contract concluded with the Buyer, or has acted in conflict with them. A complaint is also deemed justified where the Seller fails to duly notify the Buyer of the result of the complaint proceedings within the time limit laid down in this Complaints Procedure.
- 3.3. In the event that the complaint concerns the correctness of the payment of the price for the Goods or the execution of a payment, the Seller is not obliged to return the contested payment in favour of the Buyer until the complaint has been duly settled.
- 3.4. The Buyer is obliged to complain about a defect in the Goods without undue delay after discovering the defect, at the latest within 3 (three) business days of the day on which the fact complained about occurred.
- 3.5. In the complaint/notification of defects, the Buyer is obliged to state:
 - (i) their identification data as entered upon their registration, or rather upon placing the Order in the case of an Unregistered User. (The access password entered upon registration is not to be stated),
 - (ii) the Buyer's details, including their e-mail address;
 - (iii) the name of the Goods which are the subject of the complaint;
 - (iv) a description of the defect in the Goods (the place of its occurrence and its manifestations);
 - (v) the number of the Order/invoice to which the complaint relates;
 - (vi) the date on which the Buyer learned of the defect;
 - (vii) the date on which the fact complained about occurred;
 - (viii) the proposed manner of resolving the complaint.
- 3.6. When lodging a complaint, the Buyer is obliged to submit proof of purchase of the Goods (the original or a photocopy allowing verification of its conformity with the original, e.g. an invoice) and at the same time to present to the Seller evidence of the defect complained about (e.g. a photograph or other suitable documentation). Alternatively, the Buyer may send the Goods themselves or a sample thereof to the Seller without undue delay for assessment of the defect. In the event that the Goods or the sample are not sent, the Seller is not obliged to settle the complaint.

IV. ACCEPTANCE OF A COMPLAINT

- 4.1. The Seller or a person designated by the Seller shall confirm the acceptance of the complaint immediately after the complaint has been delivered, or at the latest together with the settlement of the complaint:
 - (i) in the case of a complaint sent by e-mail, by sending an e-mail to the address which the Buyer expressly stated for this purpose in the e-mail message, otherwise to the e-mail address from which the Buyer sent the complaint;

- (ii) in the case of a complaint made in writing, by sending an e-mail to the address which the Buyer expressly stated for this purpose in the written complaint, otherwise to the address of residence of which the Seller is aware.
- 4.2. The said confirmation is merely a confirmation by the Seller of the delivery of the lodged complaint; it is neither an acknowledgement of the complaint nor any other similar act.
- 4.3. A complaint is deemed to have been duly lodged if it contains all the requisites under the Complaints Procedure, including proof of the provision of and payment for the Goods and the sending of the Goods, or rather a sample thereof, to the Seller for assessment.
- 4.4. The confirmation of acceptance of a complaint also contains instructions for the Buyer regarding their rights within the meaning of the Consumer Protection Act, the Civil Code or the Commercial Code.

V. MANNER OF SETTLING A COMPLAINT

- 5.1. The Seller is entitled to reject a complaint if it is not lodged in accordance with this Complaints Procedure or the applicable legal regulations, in particular if:
 - (i) the Buyer's submission is not a complaint within the meaning of the relevant legal regulations or of this Complaints Procedure, in particular where it constitutes a Grievance;
 - (ii) the Buyer did not lodge the complaint without undue delay after discovering the defect, or did not lodge it at the latest by the expiry of the warranty period of the Goods, or rather by the expiry of the best-before date stated on the packaging or in the documentation for the Goods;
 - (iii) the complaint does not meet the requisites laid down by the relevant legal regulations and by this Complaints Procedure;
 - (iv) the Buyer has not demonstrated that the complaint relates to Goods provided by the Seller;
 - (v) the Buyer has not provided the Seller with information or supporting documents and, without their provision, the complaint cannot be duly settled;
 - (vi) the defect complained about was caused by an act or omission of the Buyer, in particular by improper storage, handling, damage to the packaging or another act in conflict with the GTC or their annexes.
- 5.2. The Seller shall inform the Buyer of the reasons for the rejection of the complaint in accordance with point 5.1 of this Complaints Procedure.
- 5.3. If a delivered complaint meets the prerequisites laid down by the relevant legal regulations and by this Complaints Procedure, the Seller shall assess whether it is justified.
- 5.4. In the event that the complaint is acknowledged as justified, the Buyer has the right to an exchange of the Goods complained about for a new item of the same type and quality within the meaning of the GTC. If an exchange of the Goods is not possible, for example because stocks have been sold out or a promotional price has ended, the Seller is obliged to return the purchase price for the Goods complained about to the Buyer. The refund of the purchase price shall be made in the same manner in which the original payment was made, unless the Seller and the Buyer agree otherwise.
- 5.5. The Seller shall issue the Buyer with a written document on the settlement of the complaint no later than within 30 days of the day on which the complaint was duly lodged.

VI. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. Within the complaint proceedings, the Seller may request further relevant information and supporting documents from the Buyer which are necessary for the due settlement of the complaint. For this purpose, the Buyer is obliged to provide the Seller with the necessary cooperation. The time needed to supplement the information/supporting documents is not counted towards the time limit for settling the complaint under this Complaints Procedure or the applicable legal regulations.
- 6.2. In the event that the Buyer is not satisfied with the result of the complaint or with the manner of its settlement, they may pursue their claims in accordance with the applicable legal regulations.
- 6.3. Unless expressly stated otherwise in this Annex No. 1, terms with an initial capital letter have the meaning assigned to them in the GTC.