

Complaints Procedure

LAHO atelier s.r.o., with its registered office at Třebíz 32, 27375 Třebíz, IČ 24228532, Tax ID No. CZ2428532, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 190655 (hereinafter referred to as “LAHO” or “Seller”).

I. General provisions

1. The Complaints Procedure has been prepared in accordance with the provisions of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the “NOZ”) and Act No. 634/1992 Coll., On Consumer Protection, as amended (hereinafter referred to as the “Act”). shall apply to consumer goods (hereinafter referred to as "Goods"), for which the rights of the buyer from liability for defects (hereinafter referred to as "complaints") are claimed during the warranty period.
2. The Complaints Procedure is an integral part of the General Terms and Conditions. By concluding the purchase agreement, the Buyer agrees with the General Terms and Conditions and this Complaints Procedure and confirms that he is properly acquainted with them.
3. The customer of the internet shop laho.cz is either the Buyer-consumer within the meaning of § 2 para. a) of Act No. 634/1992 Coll. on Consumer Protection (hereinafter referred to as “Buyer-Consumer”) or Buyer-Entrepreneur acting in the course of concluding and performing the Contract in the course of its business activity (hereinafter referred to as “Buyer-Entrepreneur”). Buyer-consumer and Buyer-entrepreneur are collectively referred to as "Buyer".
4. When concluding and fulfilling the purchase contract, the seller acts within the framework of his business activities. The Seller is an entrepreneur who directly or through other entrepreneurs delivers products or services to the Buyer.

II. Liability of the Seller

1. The Seller is liable to the Buyer that the Goods are free from defects upon receipt. In particular, the Seller agrees that at the time the Buyer took over the Goods:
the item has properties agreed by the parties and, in the absence of an agreement, such characteristics as described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the goods and the advertising carried out by them,
the item is suitable for the purpose stated by the Seller for its use or for which the item of this kind is usually used,
the object corresponds to the quality or design of the agreed sample or model, if the quality or design was determined according to the agreed sample or model,
the item is in the appropriate quantity, measure or weight, and
the case complies with legal requirements.
2. The Goods are accompanied by a tax document, which serves to make a claim.

III. Rights from Liability for Defects of Goods and Final Provisions

1. Obvious damage to the Goods or its packaging upon delivery should be dealt with immediately with the carrier and any discrepancies should be recorded in the delivery note. The Buyer shall not be

obliged to take such Goods from the carrier and shall inform the Seller of the discovered damage without undue delay. The Buyer shall check the integrity of the Goods and the completeness of its accessories on the day of receipt.

2. The Buyer-Consumer may claim the Goods by sending it to the address LAHO atelier s.r.o., Třebíz 32, 273 75 Třebíz.

3. In the event that the Buyer sends the Goods to the Seller, it should, in its own interest, pack the Goods under complaint in suitable and sufficiently protective packaging material that meets the requirements of transport so as to avoid damage during the transport. The shipment should contain the claimed Goods (including the complete accessories), we recommend attaching a copy of the sales document, a detailed description of the claimed defect and correct contact information of the Buyer.

4. Rights of Liability for Defects Goods do not apply in particular to cases where the defect or damage occurred:

- a) mechanical damage of the Goods,
- b) demonstrably unauthorized interventions by natural disaster, mechanical damage,
- c) demonstrably misuse,
- d) use contrary to the instructions given on the label or on e-shop laho.cz,
- e) use in violation of generally accepted rules of use,
- f) demonstrably by use in conditions which do not correspond to their temperature, dust, humidity, chemical and mechanical influences of the environment, which is directly determined by the manufacturer or which is clear from the nature of the matter,
- g) demonstrably unprofessional operation.

5. The Seller's liability for defects shall not apply to wear and tear caused by normal use, for Goods sold at a lower price for a defect for which the lower price was agreed, for used Goods for defect corresponding to the level of use or wear

6. Gifts provided by the Seller to the Buyer free of charge under the Purchase Agreement for other paid Goods shall not be subject to any warranty or liability for defects beyond the scope of the law. In the event of withdrawal from the contract, the Buyer is obliged to return the Goods, which are provided as a gift in the original state to the Seller.

7. The buyer has the right to return unused goods bearing original labels or signs within 14 days of receipt of the goods. When returning the goods, fill in the withdrawal form.

8. The Buyer acknowledges that it bears all costs associated with returning the goods to the Seller. Goods must not show signs of wear, even partial, must be in the original packaging and undamaged.

9. This Complaints Procedure comes into force and effect on 1st September 2019 and replaces all previous versions. Changes to the Complaints Procedure are reserved.