

Return Policy

a) This Return Policy was prepared in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code and Act No. 634/1992 Coll., The Consumer Protection Act, as amended, and applies to consumer goods which are the subject of the purchase agreement and for which rights of the buyer are asserted from liability for defects or from the quality guarantee within the complaint period (hereinafter referred to as "complaints").

For the purposes of this Return Policy, the following terms shall be construed as follows:

A **Consumer** is any person who, beyond their regular business or beyond the independent exercise of his profession, concludes a contract with an entrepreneur or otherwise deals with him.

The **Seller** is Green idea s.r.o., Vodova 40, 612 00 Brno, IČ: 03544745, DIČ: CZ03544745, doing business on the basis of registration in the Commercial Register under file number C 85406 kept at Regional Court in Brno.

The **Buyer** is either the buying consumer or a buyer who, during concluding and fulfilling the contract, acts within the framework of their business or other entrepreneurial activities.

Defects of goods

The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time when the buyer took over the goods, the product has the characteristics agreed by the parties and if such agreement about characteristics – which the seller has described or the buyer has expected - is missing with regard to the nature of the goods and the advertising by the seller,

- the item is suitable for the purpose of use stated by the seller or for which the product of this kind is commonly used
- the item corresponds in quality or design to the agreed sample or model, if the quality or the design were determined according to the agreed sample or model
- the item is in the appropriate quantity, measure or weight, and
- the item complies with the requirements of the legislation.

Liability of defective products

a) If the goods do not have the above properties, the consumer may request the delivery of new goods without defects, if this is not disproportionate to the nature of the defect, but if the defect concerns only a part of the goods, the consumer can only request a replacement part; if this is not possible, he may withdraw from the contract. If, however, it is disproportionate due to the nature of the defect, especially if the defect can be rectified without undue delay, the consumer has the right for free removal of the defect.

b) The consumer has the right to have delivered new goods or have replaced parts even in the event of a remediable defect, if he cannot use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In such case, the consumer also has the right to withdraw from the contract.

c) If the consumer does not withdraw from the contract or does not exercise the right for delivery of new goods without defects, for replacement of its part or repair of the goods, he may require a reasonable discount. The consumer has a right for a reasonable discount, even if the seller cannot deliver new goods without defects, replace the component or goods or repair it, as well as if the seller

fails to remedy the situation within a reasonable time; or if arranging the remedy would cause significant difficulties for the consumer.

d) The right from defects in goods cannot be exercised if the consumer had knowledge about the defect of the goods before taking over the item or if the buyer caused the defect himself.

Time period for warranties

The consumer is entitled to exercise the right to a defective performance that occurs in consumer goods within twenty-four months after their receipt. If the defect becomes apparent within six months of receipt, the goods are considered being already defective upon receipt. The warranty period begins when the goods are taken over by the consumer. All products are marked with the minimum shelf life and batch of the products, the warranty period varies depending on nature of the product from 2 to 5 years.

Warranty conditions

The buyer is advised to check the condition together with the carrier immediately upon delivery of the shipments (number of packages, integrity of the tape with the company logo, damage to the box) according to the enclosed consignment note. The buyer is entitled to refuse to accept a shipment that is not in accordance with the purchase contract, provided that the consignment is, for example, incomplete or damaged. If the buyer accepts such damaged consignment from the carrier, it is necessary to describe the damage in the handover protocol of the carrier. Incomplete or a damaged shipment must be reported by email to the seller to the address: reklamace@greenidea.cz, write a damage report with the carrier and send it without undue delay by fax, e-mail or by mail to the seller. Failure to comply with the rules of this section does not affect the rights of the buyer from liability for defects or warranty.

Other

a) The seller's liability for defects does not apply to regular wear and tear of the goods caused by its usual use, for goods sold at a lower price for a defect for which a lower price was agreed, for used goods for a defect corresponding to the degree of use or wear and tear that the goods had when taken over by the buyer, or if it comes clear from the nature of the goods.

b) The consumer is entitled to withdraw from the contract in all cases provided by law.

c) Withdrawal is effective for the seller from the moment when the buyer 's declaration of withdrawal from the contract is delivered to the seller and if all necessary legal conditions are met, including certainty of withdrawal.

d) In the event of withdrawal from the contract, the contract is terminated from the beginning and the parties are obliged to return everything they provided to each other on its basis.

Complaint handling

a) The buyer is obliged to file a complaint with the seller without undue delay from the findings of defect, but no later than within the complaint period stipulated by law.

b) The buyer is obliged to inform the seller which right he has chosen when notifying the defect, or without unnecessary delay after notification of the defect. Changing the choice without the consent of the seller is possible only if the buyer has requested the repair of a defect which proves to be irreparable.

c) The buyer is obliged to prove the purchase of goods (preferably by proof of purchase or reference to the data concluded in Purchase Contract).

d) The deadline for settling the complaint runs from the handover/delivery of the goods to the seller or to the place intended for repair. During transport, the goods should be packed in suitable packaging to prevent them from damage, it should be clean and complete.

e) The seller or an employee authorized by him shall decide on the complaint immediately, in complicated cases within three workdays. This period does not include time appropriate to the type of product or service necessary for a professional assessment of the defect. Complaints, including the elimination of defects, must be handled without undue delay, no later than 30 days from the date of the complaint unless the seller and the consumer agree on a longer period. The expiration of this period in vain is considered a significant breach contract.

f) The seller will issue a written confirmation to the consumer about when the complaint was filed, what is the core of its content, what method of handling the complaint is required, by email immediately upon the receipt of the complaint (in case of personal application it is handed over immediately); further confirmation of the date and method of settlement complaint, the duration of the complaint, or the justification for rejecting the complaint.

g) The buyer is entitled to be reimbursed for the necessary expenditures (especially postage, which he paid in order to send in claimed goods), which arose in connection with the exercise of the legitimate rights from liability for defects (we recommend requesting no later than 30 days after the complaint has been settled - the legal deadline is not affected) and which have been actually and efficiently spent. In case of withdrawal from the contract due to a defect the consumer is also entitled to the reimbursement of his expenditures of such withdrawal.

h) After the settlement of a justified complaint, the warranty period is extended by the duration of the complaint procedure. In case of an unauthorized complaint the warranty period is not extended. The duration of the complaint is calculated from the day following the claim until the date of the settlement of the claim, i.e., the time when the buyer was obliged to take over the goods. The buyer is informed about the settlement by e-mail, which he stated at the time of purchase.

i) After the complaint has been settled, the seller will notify the buyer of the termination of the complaint. In case the goods were originally sent by the transport service, it will be automatically sent to the buyer's address after processing. In case of withdrawal from the purchase contract or the provision of a discount on the purchase price, the relevant payment is returned to the buyer by bank transfer or handed over in cash at the cash desk at the seller's premises.

Out-of-court settlement of disputes

The consumer is also entitled to resolve any disputes with the seller through the authority out-of-court settlement of consumer disputes. This body is the Czech Trade Inspection Authority. The process begins with a written proposal, the details of which are set out in § 20n of Act No. 634/1992 Coll. on protection of the consumer, as amended. It is necessary to file a complaint with the seller, who is obliged to handle it within 30 days. An out-of-court settlement can then be initiated no later than 1 year from the date on which the consumer filed a complaint with the seller. All information about the possibilities for an out-of-court settlement of consumer disputes are listed on the website www.coi.cz. The consumer is also entitled to use the consumer dispute resolution platform located at <https://webgate.ec.europa.eu/odr/>.

Final Provisions

These complaint rules take effect on January 1, 2024.