

GENERAL TERMS AND CONDITIONS

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I. General provisions

The complaint procedure is an integral part of the General Terms and Conditions (hereinafter referred to as "T&C") of the seller Valsesia, s.r.o., Stromová 463/10, 962 33 Budya Slovak Republic, ID: 36 626 031, VAT ID: 2021822990, VAT ID: SK2021822990 and describes the procedure by which way to approach when claiming goods purchased from the seller.

The buyer, who can be an entrepreneur or a consumer, is obliged to familiarize himself with the Complaints Procedure and the General Terms and Conditions before ordering the goods. At the same time, the buyer acknowledges that he is obliged to provide Valsesia, s.r.o. with the necessary cooperation necessary for handling the complaint, otherwise the deadlines will be adequately extended by the time during which the buyer did not provide the required cooperation.

By concluding the purchase contract and taking over the goods from the seller, the buyer agrees to this Complaints Policy. The definitions of the terms contained in this Complaints Procedure take precedence over the definitions in the General Terms and Conditions. If this Complaints Procedure does not define the term, it is understood in the sense in which it is defined in the General Terms and Conditions. If it is not defined there either, it is understood in the sense in which it is used by valid and effective legal regulations.

Taking over the goods from the entrepreneurs is the moment of their handover by the seller to the buyer or to the first carrier. If the buyer is a consumer, the moment the consumer takes over the goods from the seller or taking over from the carrier.

II. Warranty length

As a proof of warranty, the seller issues a purchase document (invoice) for each purchased product with all the necessary data for applying the warranty (in particular, product name, warranty length, price, quantity, serial number).

At the explicit request of the buyer, the seller will provide a written guarantee (warranty certificate). However, by default, if the nature of the item allows it, instead of a warranty certificate, the seller issues a proof of purchase of the item containing the specified data to the buyer.

If it is necessary due to the warranty provided, the seller will explain the content of the warranty in a comprehensible manner, state its scope, conditions, period of validity and the way in which it is possible to assert claims arising from it. In the warranty letter, the seller also states that the provision of the warranty does not affect the buyer's rights related to the purchase.

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1. Deadline for exercising rights from defective performance

The warranty period basically begins on the day the buyer takes over the goods.

The warranty period is:

- for new goods, 24 months, unless a special legal regulation establishes a longer period;
- for refurbished goods 21 months (refurbished goods means used goods which subsequently has been checked by our experts and is marked as such);
- for goods that have been used for 12 months (used goods are goods marked in this way, which are used or repaired without defects, while 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 against defects within twenty-four (24) months, but if the goods do not have a use-by date, in which case the period is shortened only to the date indicated on the goods' packaging.

For the buyer entrepreneur, the deadline for exercising the right from defective performance may be regulated differently, if this is explicitly stated for the given type of goods, the deadline thus stated takes precedence.

The length of the warranty period is usually indicated on the warranty certificate (or on the tax document). The warranty period consists of the statutory period.

The warranty period is further extended by the period during which the goods were under complaint. Rights from liability for product defects for which the warranty period applies shall expire if they have not been exercised within the warranty period.

When the buyer is a consumer, within the statutory warranty period, claims are governed by Act No. 40/1964 Coll., Civil Code and Act No. 250/2007 Coll., on consumer protection, both laws in their valid and effective version, taking into account the clarifications in this Complaints Procedure. In the case of an extended warranty period, complaints are governed exclusively by these Complaints Regulations.

III. Warranty conditions

1. Inspection of goods upon receipt

The buyer who is not a consumer is obliged, and the buyer who is a consumer is recommended to check the condition of the shipment (number of packages, intactness of the tape with the company logo, damage to the box) with the carrier immediately upon delivery according to the attached waybill.

The buyer is entitled to refuse to accept a shipment that is not in accordance with the purchase contract, with the fact that the shipment is e.g. incomplete or damaged. If the buyer takes over the damaged shipment from the carrier, it is necessary to describe the damage in the carrier's handover protocol.

An incomplete or damaged shipment must be reported immediately by e-mail to the address: info@dog-trainer-collar.com, a damage report must be drawn up with the carrier and sent to the seller by e-mail or post without undue delay. Additional complaints about incompleteness or external damage to the shipment do not deprive the buyer of the right to complain about the item, but they give the seller the opportunity to demonstrate that this is not a violation of the purchase contract.

2. Claim application

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The place for making a claim is Valsesia, s.r.o., Stromová 463/10, 962 33 Budča Slovak Republic.

The buyer can send the defective goods to the address of the seller's business by shipping service for a claim. The claimed goods should be thoroughly secured so that they are not damaged during transport, the package should be visibly marked "CLAIM" and contain: the claimed goods (including complete accessories), we recommend attaching a copy of the purchase receipt, a detailed description of the fault and sufficient contact details buyer (mainly return address and phone number). Without the above, it is impossible to identify both the origin and the defect of the goods. This procedure is also recommended to the consumer buyer, if he does not prove and document the mentioned facts otherwise. We also recommend choosing the desired method of settlement of the claim (repair, exchange, credit note).

The seller will issue a written confirmation to the buyer of when the claim was made, what it is about, what method of handling the claim is required, immediately after receiving the claim.

In the event of a claim being made in person at the branch, the confirmation is given immediately in paper form at the customer's request, in all other cases the confirmation is sent by e-mail.

The confirmation serves only as proof of receipt of the complaint. The condition of the goods in which the Buyer handed over these goods to the Seller will be assessed as part of the complaint procedure.

The buyer, who is not a consumer, proves the validity of the guarantee by presenting the purchase receipt, if the goods were complained about in the past, he also provides proof of the complaint. The delivery document (purchase or claim document) must have the same serial number as the complained product (if the product has a serial number). This procedure is also recommended for the buyer, who is a consumer, if he does not prove and document the mentioned facts otherwise.

The buyer is aware that if he does not deliver the claimed goods, including all delivered accessories, then in the event of the buyer's withdrawal from the contract, the purchase price will be returned to the buyer, reduced by the price of the undelivered accessories.

3. Compatibility

The seller does not guarantee the full compatibility of the sold components with other components not approved by the seller's employees, the manufacturer or the supplier, or with software applications whose functionality was not explicitly requested by the buyer in the written order, unless such compatibility of similar goods is usual and the seller would not have explicitly stated with the goods that is the given product compatible only with the given list or is it not compatible with the given list.

The seller does not guarantee the full functionality of the application software in versions that are not suitable (not created) for the ordered operating system, unless such functionality is usual for similar goods and if the seller has not explicitly stated with the goods that the goods are functional only with the specified list or not is functional with the given list. The seller assumes no responsibility for any problems caused by the limited functionality of applications that do not meet this condition.

The warranty does not apply to errors caused by the use of incorrect or defective software, incorrect consumables, or to possible damages caused as a result, if such use is not usual and has not been excluded in the attached instructions for use. Furthermore, the warranty does not cover defects caused by poor, unprofessional or unreasonable service

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handling, use and installation contrary to the user manual or damage by the effects of overvoltage in the distribution network (e.g. lightning) with the exception of normal deviations.

4. Exclusions

Violation of the protective seal, information sticker or serial number exposes the buyer to the risk of rejection of the claim, unless the damage occurs during normal use. Seals and serial numbers are an integral part of the product and do not in any way limit the customer's right to use and handle the goods to the full extent of what the goods are intended for.

Furthermore, the warranty does not apply to damage caused (in the event that such activity is not a normal activity and is not prohibited in the attached user manual):

- mechanical damage to the goods,
- by electrical overvoltage (visible burnt parts or circuit boards) with the exception of normal deviations,
- using the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical effects of the environment, which is directly intended by the seller or manufacturer,
- unprofessional installation, handling, service, or neglect of the care of the goods,
- if the product or its part was damaged by a computer virus, etc.,
- if the error manifests itself only in software for which the customer is unable to prove a legal method acquisition or use of unauthorized software and consumables,
- the goods were damaged by excessive loading or use contrary to the conditions specified in the documentation or general principles,
- by carrying out an unqualified intervention or changing parameters,
- goods that have been modified by the customer (painting, bending, etc.), if an error has arisen as a result of this modification,
- in the event of an erroneous BIOS, firmware upgrade,
- the goods were damaged by natural elements or force majeure,
- using incorrect or faulty software,
- by the use of incorrect or non-original consumables, nor for possible damages caused as a result, unless such use is not usual and has not been excluded in the attached instructions for use.

These restrictions do not apply if the characteristics of the goods, which are in conflict with the above conditions, were expressly agreed upon by the buyer and the seller, exchanged or declared by the seller, or can be expected due to the advertising carried out or the usual way of using the goods.

If the goods are software, the warranty applies exclusively to the physical legibility of the media (the media must not be scratched, etc.). At the moment of removing the protective means (foils, seals, opening the envelope, etc.), the buyer becomes the authorized user of the software product and accepts the license conditions of the software manufacturer. This does not apply to a conflict with the purchase contract (see IV way of dealing with the claim).

5. Error testing

The goods sent for a claim will only be tested for the error stated by the buyer (in the claim form, in the attached letter with a description of the error). We recommend a written form for stating the error, which also means electronic communication.

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If the technician finds that the cause of the problems is not the complained product), but incorrect software installation, if the data was damaged by the incorrect behavior of an application (e.g. viruses) not supplied by the seller, or if the data was damaged by the buyer or a third party, the claim will be rejected. If the customer agrees to a paid repair, it will be charged according to the currently valid price list of the given authorized service.

The buyer hereby acknowledges that the seller does not carry out paid repairs, he only mediates them at authorized services, or ensures communication, transport, etc. with them. The seller is not responsible for carrying out the repair.

Before carrying out the paid repair, the buyer will be informed about the price of the repair, its scope and the time required for its execution, while the repair will be carried out no later than 60 days from the day following the receipt of the goods by the Buyer. A paid repair can be carried out only after the express consent of the buyer (or on the basis of a concluded service contract) made after notification according to the previous sentence.

If the buyer is an entrepreneur and if the claim is rejected, the buyer acknowledges that the seller is entitled to invoice the buyer for the costs of the authorized service for diagnostics errors and transport according to the price list of the given authorized service.

6. Data backup

When handing over the device for repair, we recommend the buyer to create an adequate backup of the necessary data and prevent their possible misuse or damage. The seller is not responsible for any loss, damage or misuse of data stored on data storage devices in the computer system.

The buyer acknowledges that if the complaint is made in the form of an exchange of the data storage device, then the original device is not returned.

7. Contaminated goods

The buyer is exposed to the risk of rejection of the claim if the goods or their parts are dirty or do not meet the basic hygiene conditions.

8. Secured facilities

If access to the device is protected by a password or a gesture or other access security, the buyer is obliged to cancel this protection or state the password in the description of the error when making a complaint. The same applies if the device's BIOS or firmware or access to the device's storage space is protected in this way. Without full access to the device, it may not be possible to repair or diagnose the device.

9. Factory setting, modification of purchased goods or services by the buyer

The buyer is hereby informed that the device handed over for the claim must be in factory settings. The seller bears no responsibility for modified or altered parts.

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The original components must be kept for possible complaints, especially for withdrawing from the purchase contract.

In the event that the buyer submits for a claim goods that are not in the factory configuration, i.e. that have been modified by the buyer or at his request, the buyer acknowledges that service intervention may result in the deterioration of such modification without the possibility of a refund. In the case of modifications, it is necessary for the buyer to keep the original components.

IV. Method of handling the claim

1. If the buyer is a consumer

A. The rights of the consumer when applying the legal guarantee if it is a defect that can be removed, the right to free, proper and timely removal of the defect, the right to exchange defective goods or a defective part, if this is not disproportionate due to the nature of the defect. If such a procedure is not possible, he has the right to a reasonable discount from the purchase price or withdrawal from the purchase contract,

if it is an irreparable defect that prevents the proper use of the goods, the right to exchange defective goods or withdraw from the purchase contract, the same rights belong to the consumer, if it is a defect that can be removed, but if the buyer cannot properly repair the item due to the reappearance of the defect after repair or due to a larger number of defects enjoy. Reoccurrence of a defect is considered especially if the same defect preventing proper use, which has already been removed at least twice during the warranty period, occurs again. A greater number of defects is understood if the thing simultaneously has at least three defects preventing its proper use,

if there are other defects that cannot be removed and the consumer does not demand the replacement of the item, he has the right to a reasonable discount from the purchase price or withdrawal from the purchase contract,

The buyer chooses the method of handling the claim. The seller will notify the buyer of the inappropriateness of the choice and suggest a suitable method (especially in the case when the buyer requires a method related to a removable defect, but the seller finds out that it is a non-removable defect). If the consumer does not choose the method of settlement of the complaint by the seller within the reasonable period provided, the seller will choose it.

In the case of a discount, it is not possible to claim the goods later due to the error for which the discount was granted.

When the buyer is a consumer, the seller decides on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate for the type of product or service required for expert assessment of the error. The seller will deal with the complaint, including the removal of the error, without undue delay, no later than 30 days from the date of application of the complaint. After the expiration of this period, it is considered that a defect in the goods actually existed and the consumer has the same rights as if it were a defect that cannot be removed. This deadline is not binding on the buyer, who is an entrepreneur and thus his relationship with the seller is governed by the Commercial Code.

If the consumer made a claim within the first 12 months from the purchase, the seller can only reject it based on a professional assessment. The seller will provide the consumer with a copy of the expert assessment within 14 days from the day the claim was processed. If the seller rejects the claim after 12 months from the purchase, he is obliged to indicate on the equipment document to whom the buyer can send the product for expert assessment. If the consumer proves the seller's responsibility for the defect through a professional assessment,

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can claim again. All purposefully incurred costs associated with the professional assessment are borne by the seller, who is obliged to pay them to the consumer within 14 days from the day of the renewed claim. A renewed claim cannot be rejected by the seller.

If the goods claim was resolved within the statutory warranty period by replacing the goods with a new one, the warranty period will begin to run again from the date the claim was resolved.

The seller issues a written confirmation to the buyer-consumer of when the claim was made, what it contains, what method of handling the claim is required, by email immediately after receiving the claim (in the case of a personal claim, it is handed over immediately); further confirmation of the date and method of processing the complaint, including confirmation of the repair and the duration of the complaint, or the justification for the rejection of the complaint.

The buyer has the right to reimbursement of necessary costs (especially the postage paid when sending the claimed goods) incurred in connection with the exercise of legitimate rights from liability for errors (we recommend applying no later than 30 days after processing the claim - the legal deadline is not affected by this) and were spent truly and purposefully. In the event of withdrawal from the contract due to a defect in the item, the consumer also has the right to reimbursement of the costs of this withdrawal.

B. Compliance with Purchase Agreement

In the event that the goods upon acceptance by the buyer are not in accordance with the purchase contract (hereinafter referred to as "contradiction with the purchase contract"), the buyer has the right to have the seller restore the item to a condition corresponding to the purchase contract, free of charge and without undue delay, according to the buyer's requirements either by replacing the item or repairing it. If such a procedure is not possible, the buyer can demand a reasonable discount from the price of the item or withdraw from the contract. This does not apply if the buyer knew about the conflict with the purchase contract before taking over the item or caused the conflict with the purchase contract himself. A contradiction with the purchase contract that manifests itself within six months from the day of taking over the thing is considered a contradiction already existing when it was taken over, if this does not contradict the nature of the thing or unless the contrary is proven.

Conformity with the purchase contract is understood in particular to mean that the thing being sold has the quality and utility properties required by the contract, described by the seller, manufacturer or his representative, or expected on the basis of the advertising carried out by them, or the quality and utility properties usual for a thing of this kind, that it meets the requirements of legal regulations, it is the corresponding amount, measure or weight and corresponds to the purpose that the seller states for the use of the item or for which the item is usually used.

2. If the buyer is an entrepreneur

If the buyer is an entrepreneur, the seller undertakes to decide on the complaint within 40 days from the application of the complaint. The buyer entrepreneur will be informed about this decision via contact e-mail.

If it is a defect that can be removed, the goods will be repaired. If repair is not possible and the nature of the defect does not prevent normal use, the seller and the buyer can agree on a reasonable discount from the price of the goods. In the case of a discount, it is not possible to complain about this error later.

If it is a defect that cannot be removed and which prevents the item from being properly used as a defect-free item, the seller is entitled to exchange the defective item for a item with the same or similar utility properties or issue a credit note.

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If the product complaint was settled by replacing the product with a new one within the legal warranty period, the warranty period is extended by the duration of the complaint.

If the claimed goods are not picked up within one month from the expiry of the time when the claim should have been made, and if it was made later, within one month from the notification of its execution (ie, as a rule, within 60 days from the date of filing the claim), the seller is entitled to charge when issuing the claim amount for storage in the amount of €0.5 per day including VAT.

If the buyer does not pick up the item within six months from the day he was obliged to pick it up, the seller has the right to sell the item. The seller will inform the buyer about the intended sale and will give him a reasonable additional time to pick up the item. If the uncollected item is sold, the seller will pay the buyer the proceeds from the sale after deducting the price of the repair or modification, the storage fee and the costs of the sale. The right to the proceeds from the sale must be claimed by the buyer with the seller.

3. Common provisions

After processing a valid claim, the warranty period is extended by the duration of the claim. In the event of an unauthorized complaint, the warranty period is not extended. The duration of the claim is calculated from the day after the claim is made to the day the claim is processed, i.e. the time when the buyer was obliged to take over the item. The customer is informed about the equipment by e-mail, which he indicated during the purchase.

After handling the complaint, the seller will notify the buyer of the termination of the complaint either by phone, SMS or e-mail, at the latest within 30 days from the date of application of the complaint, the seller will issue a written document on the handling of the complaint. If the goods were sent by a transport service, they will be automatically sent to the buyer's address after fitting.

The buyer is obliged to check the received goods and their compliance with the delivery complaint protocol. The buyer will then check the completeness of the goods, especially whether the package contains everything it should contain. Later objections will not be taken into account. These arrangements do not affect the legal deadline for exercising rights from defective performance.

When issuing the goods after handling the claim or when reimbursing the credit note, the buyer is obliged to present the document on the basis of which the item was accepted for the claim and must prove his identity with an OP or a valid travel belt. If the buyer is a legal entity, the delivery of the goods or the reimbursement of the credit note will be allowed only to the statutory body of the given legal entity or to a person who presents himself with a verified power of attorney.

V. Consumables

If the subject of the purchase is a consumable (e.g. flashlight, various types of lighting, etc.) or if this material is part of the purchased goods, the lifetime is used instead of the quality guarantee. The service life can be specified in terms of time, the period of the goods or the number of uses, or similarly specified. More than one of these lifetimes may be specified for the goods. In order to successfully apply for a claim, it is necessary to comply with all the stated conditions.

This does not affect the buyer's right to complain about the goods within the statutory warranty period. However, the buyer must take into account the above-mentioned facts, because the warranty does not cover wear and tear caused by the usual use of the item, and it cannot be confused with the lifetime of the product. Lifespan

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the goods represent susceptibility to wear and tear caused by normal use. If you use (not own) the goods for longer than the usual lifespan, it is likely that the defect is the result of normal wear and tear, but it is not excluded that it is actually a warranty defect.

The buyer is obliged to indicate the shelf life on the offered goods, otherwise he does not have the possibility to refer to this shelf life.

VI. Final provisions

This complaint procedure is valid from 16.10. 2022 and cancels the validity of the previous complaint regulations. This complaint policy is available at the Seller's headquarters and as a document at www.dog-trainer-collar.com.

In Budý 16.10.2022