**RETURN POLICY (LIABILITY FOR DEFECTS, WARRANTY, COMPLAINTS)**

This return policy is governed by the relevant provisions of the Civil Code, as amended, regulations and provisions of Act no. 250/2007 Coll. on Consumer Protection and on the amendment of the act of the Slovak National Council no. 372/1990 Coll. on offenses as amended in the case of liability for defects and the application of liability for defects of goods sold and services provided.

**1.** The seller is responsible for product errors and the buyer will file a complaint with the seller immediately, according to the applicable return policy. The warranty period for the products sold is determined by a general legal regulation - the Civil Code in force at the time of sale.

**2.** The valid return policy applies to the handling of complaints. The buyer confirms that he has been duly informed about the conditions and method of good complaint, including information on where the claim can be made, and the performance of warranty repairs in accordance with Art. §18 subs. 1 of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Slovak National Council Act no. 372/1990 Coll. on offenses as amended (hereinafter referred to as the "Act").

**3.** The return policy applies to the product purchased by the buyer from the seller in the e-shop form on the seller's e-shop website, or via e-mail, or otherwise.

**4.** The return policy in this form is valid for all business cases, unless other warranty conditions are contractually agreed.

**5**. The buyer has the right to claim from the seller a warranty only for a product that shows defects caused by the seller, covered by the warranty and was purchased from the seller.

**6.** The buyer will inspect the product upon receipt of the product. Once a product defect has been identified, the buyer can enforce claims from the errors found during this inspection. The customer has the right to rectify the error free of charge after presenting the product to the seller together with the proof of purchase, during the warranty period.

**7.** If the product shows errors, the customer has the right to file a complaint with the seller in accordance with the provisions of § 18 subs. 2 of the Consumer Protection Act by e-mail or post.

**8**. The complaint procedure for a product that can be objectively presented to the seller begins on the day when all of the following conditions are met:

**a.** the consumer submitted the claimed product to the address: **TEAM GAMES s. r. o., Miškovecká 1025/18, Košice 040 11, ID 53 508 874, e-mail:** **escapeonline2@therooms.eu**

**b**. together with the claimed product, a proof of purchase was submitted to the above address - a receipt (invoice), the name and address of the consumer, or telephone contact, an exact description of the product error, possible how the product error occurred.

**9.** A sample of the complaint report is available at:

https://escapeonline2.therooms.eu/complaintprotocol/ where the consumer fills in the fields in the complaint protocol in points a-g and sends the complaint protocol to the seller by an e-mail or Slovak post, or in person at the above address.

**10**. The beginning of the complaint procedure is also the day of the complaint. The buyer shall submit the claimed product at the place specified in the return policy / point 8.a./.

**11.** The seller is obliged to ensure the presence of a person authorized to handle complaints in the place designated for receiving complaints in accordance with Art. § 18 subs. 3, of the act.

**12**. The buyer asserts liability for product defects with the seller without undue delay.

**13.** The seller will issue, to the buyer on the day of receipt of the complaint, a document of receipt of the product complaint in writing, e.g. in the form of an e-mail, or in a written form in which he is obliged to accurately identify errors in accordance with Art. § 18 subs. 5, of the act.

**14.** If the consumer files a complaint, the seller or an authorized employee or a designated person is obliged to inform the consumer about his rights under the general regulation based on the consumer's decision, which of these rights the consumer applies, the seller is obliged to determine the method of handling complaints under § 2 para. m) immediately, in complex cases no later than 3 working days from the date of the complaint issue, in justified cases, especially if a complex technical assessment of the product condition or service is required, no later than 30 days from the date of the complaint issue. The complaint will be settled immediately after determining the method of handling the complaint, in justified cases, the complaint can be settled later; however, the settlement of the complaint may not take longer than 30 days from the date of the complaint issue. The consumer has the right to withdraw from the contract or has the right to exchange the product for a new product, after the expiration of the period for handling the complaint.

**15.** The buyer does not apply the warranty for errors of which he was notified by the seller at the time of concluding the contract.

**16**. The buyer's right to recognize the warranty expires:

**a.** by not submitting a proof of payment (we recommend the buyer to secure a copy of the document and keep it), delivery note

**b**. upon expiry of the product warranty period,

**c**. mechanical damage to the product caused by the buyer,

**d.** by using the product in conditions that do not correspond to the natural environment,

**e.** by unprofessional handling, operation or neglect of care of the product,

**f.** by damaging the product by excessive encumbrance, incorrect handling or use in violation of the conditions specified in the documentation, general principles, technical standards, or safety regulations in the Slovak Republic,

**g.** by damaging the product by unavoidable or unforeseeable events,

**h.** by damaging the product by accidental damage and accidental deterioration, other unprofessional intervention, damage or atmospheric electricity or other intervention of force majeure, unauthorized intervention of the product.

**17.** The seller is obliged to handle the complaint and terminate the complaint procedure in one of the following ways:

**a.** by handing over a repaired product,

**b.** by exchanging the product,

**c.** by returning the purchase price of the product,

**d.** by paying a reasonable discount on the product price,

**e.** by a written invitation to take over the performance specified by the seller,

**f.** by a reasoned rejection of the complaint.

**18.** The seller is obliged to issue a written document to the buyer about the handling of the complaint no later than 30 days from the date of the complaint.

**19.** The warranty period is 24 months for the goods sold and other goods made by order from the date of concluding the purchase contract. The warranty period for used goods is 12 months. The warranty period is extended by the period during which the buyer could not use the goods due to warranty repair of the goods.

**20.** Regarding a remediable error, the complaint will be handled as follows:

**a.** the seller will ensure that the error is remedied, or

**b**. the seller replaces the defective product with a new one, identical to the claimed product.

**22.** Providing an error that cannot be remedied, or one repeatedly remediable error, or a number of different remediable errors, which prevent the product from being used properly as without error, the seller will handle the complaint:

**a.** by canceling the sales contract, or at the customer's request by exchanging the product for other functional goods, of the same or better technical parameters, or

**b.** in the event that the seller cannot exchange the product for another, he will handle the complaint by issuing a credit note for the defective product.

**23**. For the purposes of a complaint, the occurrence and elimination of the same remediable error more than twice is considered to be a repeated, remediable error.

**24.** The occurrence and elimination of more than two different remediable errors is considered for the purposes of a complaint.

**25.** Providing that the seller terminates the complaint procedure as a legally justified rejection of the complaint, but according to the consumer the product error objectively exists and has not been eliminated, the buyer can exercise his right to rectify the product error through the court.

**26.** The warranty does not cover unprofessional intervention in the product, respectively, non-compliance with the procedure specified in the instructions for use - for products for which such a procedure results from the nature of the product.

**27.** Consumer instruction: (1) In the case of a defect that can be rectified, the buyer has the right to have it rectified free of charge, timely and properly. The seller is obliged to eliminate the defect without undue delay. (2) Instead of eliminating the defect, the buyer may request a replacement of the product, or if the defect concerns only a part of the product, replacement of the part, if the seller does not incur disproportionate costs due to the price of the product or the severity of the defect. (3) The seller may always replace the defective product with a faultless one instead of eliminating the defect, if this does not cause serious difficulties for the buyer. (4) In the case of a defect which cannot be remedied and which prevents the product from being properly used as a product without defects, the buyer has the right to replace the product or has the right to withdraw from the contract. The same rights belong to the buyer in the case of remediable defects, but if the buyer can not use the product properly due to the recurrence of the defect after repair or due to a large number of defects. (5) In the case of other irreparable defects, the buyer is entitled to a reasonable discount on the price of the product.

**Alternative out - of - court dispute resolution**

**a)** The consumer has the right to contact the seller with a request for redress by e-mail to: escapeonline2@therooms.eu, or in writing to: TEAM GAMES s.r.o., Miškovecká 18, Košice 040 11 ID 53 508 874, if he is not satisfied with the way in which the seller handled the complaint or if he/she believes that the seller has violated his/her rights. If the seller responds to this request negatively or does not respond to it within 30 days of its dispatch, the consumer has the right to file a motion to initiate alternative dispute resolution of the subject of alternative dispute resolutions (hereinafter ADR entity) under Act 391/2015 Coll. ADR subjects are bodies and legal entities pursuant to §3 of Act 391/2015 Coll.. The consumer may submit the proposal in the manner specified pursuant to §12 of Act 391/2015 Coll.

**b)** The consumer can also file a complaint to the subjects of alternative dispute resolution ADR, which are listed online at [http://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov- alternative-consumer-dispute resolution](http://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1).

**c)** Alternative dispute resolution can be used only by the consumer - an individual who does not act within the scope of his business activity, employment or profession when concluding and fulfilling a consumer contract. Alternative dispute resolution only concerns a dispute between a consumer and a seller arising out of or in connection with a consumer contract.

Alternative dispute resolution only applies to distance contracts. Alternative dispute resolution applies to disputes where the value of the dispute exceeds 20 EUR. The ADR entity may require the consumer to pay a fee for initiating ADR up to a maximum of 5 EUR including VAT.

In Košice, 21.01.2021