



COMPLAINTS POLICY OF

www.rohlik.cz

Dear customers, we are delighted that you are interested in our goods or services.

The document you are currently reading is our Complaints Policy („**Complaints Policy**“). It is a legal document that describes the rules for exercising rights arising from defective performance (complaints) in connection with the purchase of goods or the use of services offered on the e-shop accessible from the web portal www.rohlik.cz or via the Rohlik.cz mobile application („**Rohlik.cz e-shop**“).

This Complaints Policy will apply to you if you are:

- (i) **a natural person** (consumer) buying goods for your use or the use of your relatives, and also if you are
- (ii) **a legal person** (business), buying mostly for the purpose of running an office (typically supplying the office with fresh fruit and vegetables, fresh pastries and cakes, sandwiches, drinks or office or cleaning supplies).

Please note that purchasing goods for business purposes (e.g., resale) is impossible on Rohlik.cz e-shop. In any case, whether you are a natural or legal person, in this document, we will address you as „**customer**“ or „**you**“, unless the context indicates otherwise.

The applicable laws of the Czech Republic govern the rights and obligations not regulated by the Complaints Policy.

Behind the Rohlik.cz e-shop is the company **VELKÁ PECKA s.r.o.**, ID No.: 030 24 130, with its registered office at Sokolovská 100/94, Karlín, 186 00 Prague 8, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 226550 („**Rohlik.cz**“).

This Complaints Policy is effective as of 6 January 2023.

If you do not find the answer to your questions in the Complaints Policy, you can check the FAQ section or contact us via zakaznici@rohlik.cz or 800 730 740.

1. RIGHTS FROM DEFECTIVE PERFORMANCE



You are entitled to exercise the right to claim for defects that appear in the goods within **24 months** of receipt unless otherwise stated in this Complaints Policy. This rule is not applicable to:

- (a) fresh ingredients intended for **consumption within 24 hours** (you must claim them within 24 hours of receipt),
- (b) goods that have a legally specified period for which they can be used, i.e., **shelf life or minimum durability** (typically stated on the packaging, in the accompanying
- (c) **goods sold by weight**, if the actual weight of the delivered goods differs by a maximum of 30% from the weight stated in the order,
- (d) a defect in the goods that we discounted because of the same defect,

- (e) a defect in the goods caused by excessive usage or use in conditions that are not reasonable for such goods,
- (f) any defect in the goods caused by wear and tear, improper use or intervention, storage, or improper maintenance in contravention of our instructions or the manufacturer's instructions (instructions for the use of the goods) or other intervention, and
- (g) a defect in the goods caused by an external event beyond our control.

If you complain about a defect rightfully, i.e., in accordance with the law and the wording of this Complaints Policy, the 24 months for exercising your rights under the defective performance does not run for the period during which you cannot use the defective goods.

If you are a legal entity (entrepreneur) and purchase goods for direct consumption on Rohlik.cz e-shop, you are entitled to exercise the right to claim for defects that appear in the goods within **12 months** of receipt of the goods.

Rohlik.cz shall be liable to you for the fact that the goods, at the time its receipt:

- (a) conform to the agreed description, type and quantity, quality, functionality, compatibility, and other agreed characteristics,
- (b) are fit for the purpose for which you require and to which we have agreed, and
- (c) is supplied with the agreed accessories and instructions for use, including assembly or installation instructions.

If we do not specifically notify you before the conclusion of the purchase contract that a characteristic of the goods differs and you do not expressly agree to this, we shall further be liable to you for the fact that in addition to the agreed characteristics of the goods:

- (a) the goods are suitable for the purpose for which goods of that kind are normally used, having regard also to the rights of third parties, legislation, technical standards, or codes of conduct of the industry, where there are no technical standards,
- (b) in quantity, quality, and other characteristics, including durability, functionality, compatibility, and safety, the goods correspond to the usual characteristics of goods of the same kind that you can reasonably expect, further considering public statements made by us or by another person in the same contractual chain, particular advertising, or labelling. A public statement shall not bind us under the preceding sentence if we prove that we were not aware of it or that it was modified at the time of the conclusion of the purchase contract in a manner at least comparable to that in which it was made or that it could not have influenced the purchase decision,
- (c) the goods are supplied with accessories, including packaging, installation instructions and other instructions for use that you can reasonably expect, and
- (d) the goods correspond in quality or workmanship to the sample or sample we provided before the purchase contract's conclusion.

If the defect of the goods becomes apparent within **12 months** of receipt, the goods are deemed defective upon receipt unless the nature of the goods precludes it. This period does not run for when you cannot use the goods if you rightfully complain about the defect.

You cannot claim the right of defective performance if you caused the defect yourself.

A defect in the goods is not wear and tear caused by normal use.

If you have a right under Section 1923 of Act No. 89/2012 Coll., the Civil Code, as amended, you are also entitled to compensation for reasonably incurred costs in exercising this right. However, if you do not exercise the right to compensation within one month after the expiry of the period within which the defect must be pointed out, the court will not grant the right if you argue that the right to compensation was not exercised in time.

2. METHOD OF COMPLAINT



You can claim the goods in the following ways:

- (a) via the Rohlik.cz e-shop („**Online Claims**“),
- (b) in a different way at Rohlik.cz, namely:
 - by phone at 800 730 740,
 - at zakaznici@rohlik.cz,
 - in any of our warehouses where the acceptance of the claim is possible with regard to the range of goods sold,
 - at our company headquarters,
 - by post (send a letter, preferably registered, to the registered office address) („**Standard Claims**“).

Online Claims

In the case of an Online Claim, you do not have to return the claimed goods to us or otherwise provide proof of defects. This claim method is a benefit we provide you over and above the legal obligations. Therefore, you are not entitled to choose defect rights independently in the case of an Online Claim.

We will settle the Online Claim by refunding you the purchase price of the claimed goods in the form of time-limited credits, which you can redeem on your next order on Rohlik.cz e-shop (more about credits can be found in the Terms and Conditions of Rohlik.cz).

You have 72 hours from receipt of the delivered goods to make an Online Claim. This does not apply to:

- **Fresh ingredients intended for consumption within 24 hours** - claim such goods within 24 hours of receipt, and
- **Goods with a short shelf life that expires a maximum of 72 hours after receipt** - claim such goods before the end of their shelf life (marked with the words „use by...“, etc.).

We reserve the right to refuse an Online Claim in the event of obvious or suspected abuse of the Claims Policy (e.g., in the form of repeated excessive Online Claims).

We also have the right to restrict or prohibit the Online Claims benefit for a particular customer, including cancelling credits earned through the apparent misuse of Online Claims.

We may also not allow Online Claims for some goods at all, either temporarily or permanently.

The above is without prejudice to your right to use the Standard Claims method.

Standard Claims

In a Standard Claim, you have the right to ask us to rectify the goods' defect. You can also ask for new goods to be delivered or for the goods to be repaired. This does not apply if the chosen method of rectifying the defect is impossible or unreasonably expensive. We will assess the significance of the defect, the value the goods would have without the defect, and whether the defect can be rectified without significant difficulty for the customer.

Rohlik.cz will remedy the defect within a reasonable time after the defect has been identified so as not to cause you significant inconvenience, considering the nature of the goods and the purpose for which you purchased the goods.

We will take over the goods at our own expense to remove the defect.

If you do not pick up the goods within a reasonable time after we have notified you of the possibility of picking the repaired goods up, we shall be entitled to a storage charge at the market rate.

You may demand a reasonable discount or withdraw from the purchase contract if:

- (a) Rohlik.cz refused to remove the defect or failed to remove it in accordance with the above provisions,
- (b) the defect manifests itself repeatedly,
- (c) the defect is a material breach of the contract of sale, or
- (d) it is apparent from our statement or the circumstances that the defect will not be rectified within a reasonable time or without significant inconvenience to the customer.

The reasonable discount is determined as the difference between the value of the non-defective goods and the defective goods you received.

You cannot withdraw from the contract if the defect in the goods is insignificant; the defect is deemed not to be insignificant.

If you withdraw from the contract, we will refund the purchase price without delay after receiving the goods or proving that you have sent the goods.

3. STANDARD CLAIM PROCESS



We recommend inspecting the ordered goods immediately upon their receipt to ascertain the characteristics and quantity. You are obliged to point out the defect without delay after you have had the opportunity to inspect the goods and could have detected it with sufficient care, either by marking the defect or by notifying us of its manifestation.

After making a claim, you will hand over the defective goods to us, store them according to our instructions or otherwise dispose of them appropriately so that we can examine the defect.

We are obliged to issue a written confirmation stating the date on which you made a claim, what it contains, what method of handling the claim you require and your contact details for the purpose of providing information on the handling of the claim.

The Standard Claim, including the removal of the defect, must be settled, and you must be informed of the settlement of the Standard Claim within 30 days of the date of the complaint unless you agree with us on a longer period. If we do not deal with the complaint within the specified period and do not inform you of the manner of its settlement, you are entitled to withdraw from the purchase contract or demand a reasonable discount on the purchase price.

We are obliged to issue a confirmation of the date and manner of the claim, including confirmation of the repair and the duration of the repair, or a written justification for the rejection of the claim.

In the event of a claim for part or all of the order, you will be issued a corrected tax document in accordance with § 73 of Act No. 235/2004 Coll. on value-added tax, as amended. The date of confirmation of the corrective tax document is the date on which the corrective tax document was provided to you in your customer account.

4. FINAL PROVISIONS



Change to the Complaints Policy

Rohlik.cz may unilaterally change or amend this Complaints Policy. The changes do not affect the rights and obligations arising from purchase contracts concluded before the new Complaints Policy came into effect.

ATTENTION!

If you place an order for goods on Rohlik.cz e-shop, we assume that you have read this Complaints Policy before ordering goods on Rohlik.cz e-shop.