

# **WARRANTY CARD • SHOES**

**Dear customer, thank you for purchasing our product. This warranty card contains all information and instructions necessary for correct selection, use and proper care of your footwear. Our first and foremost goal is the satisfaction of our customers.**

All shoes offered through the website [www.Belenka.sk](http://www.Belenka.sk) comply with common quality requirements (as required by applicable standards: STN 795600 - Footwear - Testing requirements and methods and CSTN 795650 - Footwear - Acceptable variations) and at the same time are safe for use under regular and commonly expected conditions (pursuant to Act No. 250/2007 Coll., on general product safety, as amended).

If you as a customer feel that you need to claim a defective product, please follow procedures specified in the Belenka, s.r.o. Returns Policy. The Returns Policy Procedure was produced pursuant to Act No. 40/1964 Coll., the Civil Code and pursuant to Act No. 250/2007 Coll., on consumer protection rights. The Returns Policy Procedure is available at [www.belenka.sk](http://www.belenka.sk).

Please keep the warranty certificate and proof of purchase in case you need to file a complaint. Warranty does not cover changes in the shoe properties due to wear and tear or natural changes occurred due to properties of natural materials or defects occurred due to a failure to follow necessary use and maintenance requirements specified in this warranty certificate.

## **WARRANTY TERMS AND CONDITIONS**

1. The Seller shall be liable for defects of the goods on delivery and for defects which occur on the goods during the warranty period. The Seller shall not be liable for defects which were caused by wear and tear of the goods associated with using them. The Seller shall not be liable for a defect for which a lower price has been agreed upon.
2. When the Buyer is a consumer, the warranty period shall be 24 months for new goods and 12 months for second-hand goods. Where the Buyer is a person other than a consumer, in particular an entrepreneur, the warranty period for new and second-hand goods shall be 12 months. The warranty period shall run from the date of receipt of the goods by the Buyer or authorized representative.
3. Complaints handling procedure subjects to warranty terms in force. The Buyer confirms by sending an order to the Seller that he/she has been duly informed of the conditions and the method of claiming the goods, which includes the information where a complaint can be lodged, in accordance with the provisions of § 18 (1) Act No. 250/2007 Coll. on Consumer Protection amending the Act No. 372/1990 Coll. on misdemeanors, as amended (hereinafter referred to as "Consumer Protection Act") and Act No. 102/2014 Coll.
4. The warranty terms and conditions shall apply to goods purchased by the Buyer from the Seller via the e-shop [www.belenka.sk](http://www.belenka.sk).
5. The Buyer has the right to set up a claim to warranty only for the goods with defects caused by the manufacturer, supplier or seller, which is covered by the warranty and was purchased from the Seller.
6. The Buyer is obliged to complain about defects of the goods to the Seller, without unreasonable delay, otherwise this right of the Buyer expires. The date of delivery of the claimed goods to the Seller's operation is considered the date on which the complaint was lodged. Postage shall be paid by the Buyer when sending the returned goods.
7. The Buyer is obliged to examine the goods upon receipt. If the Buyer fails to do so, he/she may only lodge claims concerning defects found when examined, if he/she proves that these defects were already present at delivery of the goods.
8. If goods are defective, the Buyer has the right to claim in such a way that the goods have to be delivered cleaned, in accordance with the care instructions for shoes, along with the accessories and the proof of purchase (invoice) to the seller's company address at his/hers own expense and, at the same time, a detailed description of the defects has to be provided. If goods are sent via cash on delivery, they will not be accepted.
9. The Seller shall issue a receipt of the received claim in an appropriate form chosen by the Seller, e.g. as an e-mail message or in written form.
10. The Buyer has no right to warranty for the defects of which he/she was notified by the Seller at the time of conclusion of the contract or of which he/she had to be aware considering the circumstances under which the purchase contract was concluded.
11. The right of the Buyer to claim in relation to Seller shall expire under the following conditions:
  - in case of failure to submit invoices or accessories,
  - in case of failure to notify apparent defects when accepting the delivery of goods,
  - in case of failure to claim without unreasonable delay after the defect was revealed,
  - if the warranty period of the goods has expired,
  - in case of a mechanical damage to the goods by the Buyer,
  - in case of a mechanical damage during transport,
  - if the Buyer violates its obligation set forth in points 5 and 6 of these Warranty Terms and Conditions,

- in case of damage to goods by unavoidable or unpredictable events,
  - in case of damage to goods caused by accidental destruction and accidental deterioration or other force majeure,
  - in case of damage to goods caused by normal wear and tear, incorrect handling or inappropriate use of goods, improper treatment, washing or drying, or exposure to atypical conditions.
12. Warranty shall not apply to damage to goods resulting inter alia, in particular from:
- natural wear and tear of goods,
  - fouling of goods or their parts,
  - neglecting the care of goods,
  - use of goods in conditions not suitable for common use (temperature, dust, humidity, chemical and mechanical influences of environment),
  - intervention by an unauthorized person (unprofessional repairs and alterations)
  - use of goods in dispute with the instructions for their use, technical standards, other documentation for goods, or in dispute with the purpose for which the goods are intended,
  - mechanical damage, especially break, cut, thermally damaged goods, damage by careless and inappropriate physical treatment, intentional scratching of layers of goods, etc.,
  - in case of failure to notify apparent defects when accepting the delivery of goods,
  - after the expiration of the warranty period.
13. The Seller is obliged to resolve the complaint and terminate complaints procedure by handing over the repaired goods, replacement of goods, refunding the purchase price of the goods, sending a written notice with request for receipt of performance, providing a reasonable discount on the price of the goods or an explained rejection of the claim.
14. The resolution of the claim shall only apply to defects listed in the description of defects when the claim is lodged.
15. With respect to a removable defect, the claim shall be settled in such a way that the Seller will provide for the removal of the defect. The Seller may replace a defective item with an indefectible item instead of removing the defect.
16. As for a defect that can not be removed and which prevents the goods from being properly used, the Buyer has the right to exchange the item or to withdraw from the contract or is entitled to a reasonable discount on the price of the goods.
17. If goods sold at a lower price or used goods have a defect for which the Seller is responsible, the Buyer has the right to a reasonable discount instead of the right to have the goods replaced
18. The Seller reserves the right to replace defective goods for other similar goods with comparable parameters. In case of replacement, the warranty period runs from the date of the receipt of the new goods.
19. The Seller is obliged to resolve the claim and issue a written document about the settlement to the Buyer who is a consumer (including by e-mail) within 30 days of the date of the claim.
20. Under the Consumer Protection Act, the 30-day period shall not apply to resolve the claim if the Buyer is not a consumer. In such case, the period for settlement is not set by the law. However, the Seller undertakes to resolve the claim within a 40-day period.
21. The warranty period shall be extended for the period during which the Buyer is not able to use the goods due to the warranty repair of the goods.
22. The consumer has the right to submit a request for an alternative dispute resolution pursuant to Act No. 391/2015 Coll. on Alternative Dispute Resolution of Dispute Resolution Body and Dispute, if the Seller has refused or failed to respond to a request under paragraph 14, within 30 days of the date of sending the request. The consumer has the right to approach an alternative dispute resolution body, which is the Slovak Trade Inspection, Prievozská 32, 827 99 Bratislava 27, (Slovak Republic), phone number: +421 2582 72123, +421 2 582 721 41, Fax: +421 2 534 149 96, E-mail: ars@soi.sk, adr@soi.sk. If a citizen of another EU Member State (cross-border dispute) is a consumer, this consumer has the right to contact the European Consumer Centre, Mierová 19, 827 15 Bratislava 212, (Slovak Republic) Phone: +421 2485 42019, E-mail: info@esc-sr.sk.

**be lenka**

Be Lenka, s.r.o.

Bernoláka 2202/12, 01001 Žilina (Slovak Republic)

CRN (ICÓ): 51085291

a company registered with the Business Register of  
the District court in Žilina,  
Section Sro. Insert No. 68526/L