



COMPLAINTS PROCEDURE FOR BUSINESSES AND LEGAL ENTITIES

This Complaints Procedure for Businesses and Legal Entities (hereinafter referred to as the “**Complaints Procedure**”) governs the procedure and conditions for making claims concerning defects in goods purchased by a business or legal entity through the online stores operated on the websites www.hrackolka.cz and www.momkii.com from our company:

Seller

HRAČKOLKA s.r.o.

Prakšice 331

687 56 Prakšice, Zlín Region, Czech Republic

Company ID: 08738297

VAT ID: CZ08738297

The company is registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 120447.

Address for submitting claims:

Soukenická 2465, 688 01 Uherský Brod

Contact details:

info@hrackolka.cz / info@momkii.com

Phone: [+420 603 794 921](tel:+420603794921)

1. Seller's liability for defects

1.1.

The Seller is responsible for ensuring that the **goods are free from defects upon receipt**. In particular, this means that upon receipt the goods:

- are supplied in the agreed quantity;
- correspond to the quality and workmanship agreed between the Buyer and the Seller, or to the agreed sample or model, or to the purpose apparent from the Contract; otherwise, they are suitable for their usual purpose;
- are also considered defective if the Seller supplies the Buyer with goods other than those agreed between them;
- are free from legal defects, i.e. no third party has proprietary rights to the goods, and the goods are supplied with the documents and certificates required for their proper use.

The Seller does not provide any additional quality warranty and Section 2113 of the Civil Code shall not apply unless otherwise individually agreed and confirmed for specific goods.

1.2.

Differences between actual colour shades and colours displayed on electronic devices are not considered defects in the goods.

2. Buyer's rights arising from defective performance

2.1.

The Buyer's rights arising from defective performance are governed by the Civil Code, in particular Sections 2099 to 2117.

2.2.

If a defect in the goods constitutes a **material breach of the Contract**, the Buyer has the following rights arising from defective performance:

1. remedy of the defect by delivery of a new defect-free item or delivery of the missing item;
2. remedy of the defect by repair of the item;
3. an appropriate reduction in the purchase price; or
4. withdrawal from the Contract.

2.3.

If a defect in the goods constitutes a **non-material breach of the Contract**, the Buyer may request:

1. remedy of the defect; or
2. an appropriate reduction in the purchase price.

2.4.

The Buyer is required to inform the Seller of the chosen method of resolving the claim when notifying the Seller of the defect; otherwise, the Seller shall determine the method of resolution. The chosen method may only be changed by agreement with the Seller.

The Buyer may request an appropriate reduction in the purchase price only if the defect cannot be remedied by repairing the item, delivering a new defect-free item or delivering the missing item.



If the Buyer considers the defect to constitute a material breach of the Contract, the Buyer is required to substantiate this to the Seller.

The Buyer acknowledges that until the Buyer exercises the right to a reduction in the purchase price or withdraws from the Contract, the Seller is entitled to supply the missing goods or remedy the legal defect, in particular by supplying missing documents.

2.5.

Replacement of the goods or withdrawal from the Contract cannot be requested if the Buyer is unable to return the item in the condition in which it was received. This does not apply if:

1. the condition of the item changed as a result of inspection carried out to determine the defect;
2. the Buyer used the item before discovering the defect;
3. the Buyer did not cause the inability to return the item in its unchanged condition by an act or omission; or
4. the Buyer sold the item before discovering the defect or altered the item through normal use; if this occurred only in part, the Buyer shall return to the Seller whatever can still be returned and compensate the Seller up to the amount of the benefit obtained from using the item.

3. When rights arising from defective performance cannot be exercised

3.1.

The Buyer is not entitled to rights arising from defective performance if the Buyer knew about the defect before taking possession of the item or caused the defect themselves.

3.2.

Claims arising from liability for defects also do not apply to:

- wear and tear caused by ordinary use of the goods;
- defects in used goods corresponding to the degree of use or wear that the goods had when the Buyer took possession of them;
- goods sold at a reduced price - solely in relation to the defect for which the lower price was agreed; or
- cases where this follows from the nature of the item.

4. Claims procedure

4.1.

The Buyer is required to make a claim with the Seller without undue delay after discovering the defect. The Seller's delivery address stated in the introduction is designated for receipt of goods subject to a claim.

4.2.

Mandatory claims procedure:

- to speed up the process, the Buyer may inform the Seller of the claim in advance by phone, e-mail or in writing;
- the Buyer is required to inform the Seller which right arising from defective performance has been chosen and to describe the defect and/or how it manifests itself;
- the Buyer shall deliver the goods subject to the claim to the Seller, other than cash on delivery, which the Seller does not accept; when sending the goods, the Buyer is required to pack them in suitable packaging to prevent damage or destruction during transport;
- **the Buyer shall include proof of purchase or a tax document (invoice), if issued, or another document proving that the goods were purchased from the Seller's online store.**

4.3.

A claim is considered to have been made when the goods subject to the claim and notification of the defect have been delivered to the Seller.

4.4.

In accordance with the Civil Code, the Buyer is entitled to reimbursement of reasonably incurred costs associated with making a justified claim concerning the goods. The Buyer acknowledges that the right to reimbursement of these costs must be exercised within one month after the expiry of the period within which the defect must be notified.

This Complaints Procedure for Businesses and Legal Entities is valid and effective from 15 August 2026.