



COMPLAINTS PROCEDURE FOR CONSUMERS

This Complaints Procedure for Consumers (hereinafter referred to as the “**Complaints Procedure**”) governs the procedure and conditions for making claims concerning defects in goods purchased by consumers 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 deliveries and claims:

Soukenická 2465, 688 01 Uherský Brod

Contact details:

reklamace@hrackolka.cz

Phone: **+420 603 794 921**

1. What defects are we responsible for?

1.1.

As the Seller, we are responsible for ensuring that you receive the goods you ordered and that the **goods are free from defects upon receipt**. In particular, this means that upon receipt the goods:

- correspond to the agreed description, type and quantity, as well as the agreed quality, functionality and other agreed characteristics;
- are suitable for the purpose for which you require them and to which we have agreed;
- are supplied with the agreed accessories and instructions for use, including assembly instructions;
- are suitable for the purpose for which goods of this type are normally used;
- correspond in quality or workmanship to the sample or model that we provided to you before the conclusion of the contract;
- are free from legal defects, i.e. no third party has proprietary rights to the goods.

1.2.

Differences between actual colour shades and colours displayed on electronic devices are not considered defects in the goods. If the goods simply do not meet your expectations, as a consumer you have the right to withdraw from the contract within 14 days of receiving the goods in accordance with the **General Terms and Conditions for Consumers**.

2. How long can you exercise your rights in respect of defects?

2.1.

As a consumer, you may notify us of a defect that becomes apparent in the goods within two years (24 months) of receiving them. This period is not extended by the time during which you are unable to use the goods (for example, while a claim is being processed).

2.2.

If a defect becomes apparent during the first year after receipt, the goods are presumed to have already been defective at the time of receipt, unless the nature of the goods or the defect makes this presumption incompatible. This presumption places the burden of proving that the goods were free from defects on us as the Seller. During the second year, the burden of proving that the defect existed lies with the consumer.

2.3.

Beyond the rights arising from defective performance described above, we do not provide consumers with any additional contractual quality warranty unless expressly stated otherwise.



3. What rights do you have in respect of defective performance?

Your rights arising from defective performance are governed by the current wording of the Civil Code. If the goods are defective, you have the following rights:

3.1. Remedy of the defect (Repair or replacement)

In the first instance, you have the right to request that the defect be remedied. At your choice, you may request:

- delivery of a new defect-free item; or
- repair of the item.

We reserve the right to refuse the method of remedy you have chosen and to use the alternative method if your requested solution would be impossible or disproportionately costly for us compared with the alternative. If remedying the defect would be impossible or disproportionately costly overall (for example, if the defect cannot be repaired and the goods are no longer manufactured), we may refuse to remedy the defect entirely.

3.2. Appropriate price reduction or withdrawal from the contract

You may request an appropriate price reduction or withdraw from the purchase contract (and request a refund) if:

- we have refused to remedy the defect or have failed to remedy it in accordance with the law;
- the defect occurs repeatedly;
- the defect constitutes a material breach of the contract;
- it is apparent from our statement or from the circumstances that we will not remedy the defect within a reasonable period or without significant inconvenience to you.

You may not withdraw from the contract if the defect in the goods is only insignificant. It is presumed that a defect is not insignificant. An appropriate price reduction is determined as the difference between the value of the defect-free item and the defective item you received.

3.3.

A condition for replacement of the goods or a refund following withdrawal from the contract is that you return the item in the condition in which you received it. Exceptions apply in cases provided for by law (for example, where damage occurred as a result of inspecting the item in order to identify the defect).

4. When can you not exercise rights arising from defective performance?

4.1.

You are not entitled to rights arising from defective performance if:

- you caused the defect yourself; or
- the defect arose as a result of improper use, improper storage or failure to follow the instructions for use.

4.2.

Our liability for defects does not apply to:

- normal wear and tear caused by ordinary use of the goods;
- defects in goods sold at a reduced price, where the lower price was agreed because of that particular defect;
- goods where this follows from their nature, in particular goods with a shorter service life that are consumed through normal use.

5. How do you make a claim?

5.1. Where and how can you make a claim?

Please make your claim without undue delay after discovering the defect. Send the goods concerned by the claim to us, or deliver them in person, to our delivery address. Do not send goods cash on delivery, as we are not obliged to accept such shipments.

5.2. What should you include with your claim?

To make the claims process easier and faster, we recommend that you:

- inform us about the claim in advance by phone or e-mail;
- include proof of purchase (e.g. an invoice, receipt or order number);
- clearly describe the defect in the goods and how exactly it manifests itself;
- state how you would like the claim to be resolved (repair, replacement or price reduction).

Pack the goods carefully to prevent any further damage during transport to us.



5.3. Time limits for processing a claim

A claim is considered to have been made when we have been notified of the defect and the goods concerned by the claim have been delivered to us. When you make a claim, we will provide you with written confirmation, which may be sent electronically, stating the date on which the claim was made, the substance of the claim and the method of resolution you requested. The claim, including any remedy of the defect, must be resolved no later than 30 days from the date on which the claim was made, unless we agree with you on a longer period. If this period expires without the claim being resolved, this is considered a material breach of the contract and you are then entitled to withdraw from the contract or request an appropriate price reduction.

5.4. Outcome of the claim

Once the claim has been processed, we will notify you by e-mail or phone and provide confirmation of the date and method of resolution of the claim, including confirmation of any repair carried out and its duration, or a written explanation if the claim has been rejected.

5.5. Costs associated with a claim

If the claim is accepted as justified, you are entitled to reimbursement of reasonably incurred costs associated with making the justified claim (typically the postage paid to send the goods concerned by the claim to us). You must claim reimbursement of these costs no later than one month after the expiry of the period for notifying the defect.

This Complaints Procedure for Consumers is valid and effective from 15 August 2026.