

# Complaints Procedure

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## COMPLAINTS PROCEDURE

of the online store <https://www.biovoxel.tech/>

### I. Identification of the Seller

1.1. This Complaints Procedure (hereinafter also referred to as the “CP”) governs the legal relations between the company:

Business name: Biovoxel Technologies s.r.o.

Registered office: Kamenná 3, Bratislava – city district Devín 841 10, Slovak Republic

Registered in the Commercial Register of the District Court Bratislava III, Section Sro, Insert No. 167932/B

Company ID (IČO): 55302882

Tax ID (DIČ): 2121943538

VAT ID (IČ DPH): SK2121943538

Bank account: SK66 8330 0000 0024 0251 2462

The Seller is a payer of value-added tax (VAT).

(hereinafter also the “Seller” or the “Merchant”) and every person who is a Buyer of products offered by the Seller on the Seller’s Website and who acts in the capacity of a consumer in accordance with the provisions of the General Terms and Conditions published on the Seller’s Website and the relevant laws defining consumers, in accordance with the valid legislation of the Slovak Republic, in particular: Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, and Act No. 40/1964 Coll. Civil Code, as amended, except as provided in Clause 4.4. of this Complaints Procedure, which regulates the legal relationship between the Merchant and a Buyer who does not act as a consumer.

1.2. The Seller’s email and telephone contact details are:

Email: [info@biovoxel.tech](mailto:info@biovoxel.tech)

Tel.: +421 904 408 895

1.3. The address for submitting complaints and withdrawals from contracts is:

Biovoxel Technologies s.r.o., Kamenná 3, 841 10 Bratislava, Slovak Republic

## II. Basic Provisions

2.1. This Complaints Procedure regulates the legal relations between Buyers who are consumers and the Merchant.

## III. Exercising the Right from Liability for Defects

3.1. The Buyer may exercise rights from liability for defects only if the defect was notified to the Seller without undue delay, at the latest within 24 months from the receipt of the item. If the defect is not notified within this period, the rights from liability for defects shall expire.

## IV. Liability for Defects

4.1. The Seller is liable for any defect the sold item has at the time of its delivery and which manifests within two years from the delivery of the item.

4.2. If the subject of purchase is an item with digital elements, where digital content is to be supplied or a digital service provided continuously during the agreed period, the Seller is liable for any defect in the digital content or digital service that occurs or manifests during the entire agreed period, but at least for two years from the delivery of the item with digital elements.

4.3. For used items, the parties may agree on a shorter period of the Seller's liability for defects than in Clauses 4.1 and 4.2, but not shorter than one year from the delivery of the item.

4.4. The warranty period for products in cases where the Buyer does not act as a consumer is 12 months, unless a different warranty period has been otherwise agreed.

## V. Rights from Liability for Defects

5.1. If the Seller is liable for a defect of the sold item, the Buyer has the right to have the defect remedied by repair or replacement, the right to a reasonable discount on the purchase price, or the right to withdraw from the purchase contract.

5.2. The Buyer may refuse to pay the purchase price or a part thereof until the Seller fulfills the obligations arising from liability for defects, unless the Buyer is in default with payment of the purchase price or part thereof at the time the defect is notified. The Buyer shall pay the purchase price without undue delay after the Seller has fulfilled its obligations.

5.3. The Buyer may exercise rights from liability for defects, including the right under Clause 5.2., only if the defect was notified within two months of its discovery, at the latest within the period specified in Clauses 4.1 to 4.3 of this Complaints Procedure.

5.4. Exercising rights from liability for defects does not exclude the Buyer's right to compensation for damages incurred as a result of the defect.

## VI. Notification of Defects

6.1. A defect may be notified at any of the Seller's business premises, at another person designated by the Seller before conclusion of the contract or submission of the order, or by means of distance communication at the Seller's registered office or place of business, or at another address designated by the Seller when or after the contract was concluded.

6.2. If the Buyer notifies a defect by postal delivery which the Seller refuses to accept, the delivery shall be deemed delivered on the day of refusal.

6.3. The Seller shall provide the Buyer with a written confirmation of the notification of the defect immediately after the Buyer has notified the defect. The Seller shall indicate in the confirmation the time limit in which the defect will be remedied in accordance with Section 507(1) of Act No. 40/1964 Coll. Civil Code, as amended. This time limit shall not exceed 30 days from the notification of the defect, unless a longer time limit is justified by an objective reason beyond the Seller's control.

6.4. If the Seller refuses liability for defects, the reasons for refusal shall be communicated in writing to the Buyer. If the Buyer proves the Seller's liability for the defect by an expert opinion or professional statement issued by an accredited, authorized, or notified person, the defect may be notified again and the Seller may not refuse liability for the defect; the rules for repeated notification of defects under Section 621(3) of Act No. 108/2024 Coll. on Consumer Protection, as amended, shall not apply. Costs of the consumer associated with the expert opinion or professional statement are governed by Section 509(2) of Act No. 40/1964 Coll. Civil Code, as amended.

6.5. If, before conclusion of the contract or before sending the order, the Seller informed the Buyer that defects may also be notified to another person, the acts or omissions of that person shall, for the purposes of liability for defects, be considered as acts or omissions of the Seller.

## VII. Remedy of Defects

7.1. The Buyer has the right to choose to have the defect remedied by replacement of the item or by repair. The Buyer may not choose a method of remedy that is impossible or which, compared to the other method, would cause the Seller unreasonable costs considering all circumstances, especially the value the item would have without the defect, the seriousness of the defect, and the fact whether the other method would cause significant inconvenience to the Buyer.

7.2. The Seller may refuse to remedy the defect if neither repair nor replacement is possible or if it would require unreasonable costs considering all circumstances, including those referred to in Clause 7.1.

7.3. The Seller shall repair or replace the item within a reasonable time after the Buyer notified the defect, free of charge, at its own cost, and without causing significant inconvenience to the Buyer considering the nature of the item and the purpose for which the Buyer required the item.

7.4. For the purposes of repair or replacement, the Buyer shall hand over or make the item available to the Seller or to the person pursuant to Section 622(5) of Act No. 108/2024 Coll. on Consumer Protection, as amended. The costs of taking over the item shall be borne by the Seller.

7.5. The Seller shall deliver the repaired or replacement item to the Buyer at its own cost in the same or similar manner as the defective item was delivered, unless otherwise agreed by the parties. If the Buyer does not collect the item within six months from the date on which it should have been collected, the Seller may sell the item. If the item is of higher value, the Seller shall notify the Buyer of the intended sale in advance and provide a reasonable additional time limit to collect the item. The Seller shall, without delay after the sale, pay the Buyer the proceeds from the sale after deducting the costs reasonably incurred for storage and sale, provided the Buyer exercises the right to the proceeds within the reasonable period indicated in the Seller's notice of intended sale. The Seller may destroy the item at its own cost if the item could not be sold or if the expected proceeds from the sale would not even cover the costs reasonably incurred by the Seller for storage and the costs necessarily incurred for the sale.

7.6. In the case of repair or replacement, the Seller shall ensure removal of the defective item and installation of the repaired or replacement item, if such removal and installation are necessary given the nature and purpose of the item. The Seller and the Buyer may agree that removal and installation shall be ensured by the Buyer at the Seller's expense and risk.

7.7. In the case of replacement, the Seller shall not be entitled to compensation for damage caused by normal wear and tear or to payment for normal use of the item prior to its replacement.

7.8. The Seller is liable for defects of the replacement item in accordance with Section 619 of Act No. 108/2024 Coll. on Consumer Protection, as amended.

7.9. The Buyer has the right to a reasonable discount on the purchase price or may withdraw from the contract even without granting an additional reasonable time limit under Section 517(1) of Act No. 40/1964 Coll. Civil Code, as amended, if:

- a) the Seller has not repaired or replaced the item,
- b) the Seller has not repaired or replaced the item in accordance with Section 623(4) and (6) of Act No. 108/2024 Coll. on Consumer Protection, as amended,
- c) the Seller refused to remedy the defect pursuant to Section 623(2) of the said Act,
- d) the item has the same defect despite repair or replacement,
- e) the defect is of such serious nature as to justify an immediate discount or withdrawal, or

f) the Seller declared or it is evident from the circumstances that the defect will not be remedied within a reasonable time or without causing significant inconvenience to the Buyer.

7.10. The discount on the purchase price must be proportionate to the difference between the value of the defective item and the value the item would have had if it had been free of defects.

7.11. The Buyer may not withdraw from the contract under Clause 7.9. if the Buyer contributed to the occurrence of the defect or if the defect is insignificant. The burden of proof that the Buyer contributed to the occurrence of the defect or that the defect is insignificant lies with the Seller.

7.12. If the contract relates to the purchase of several items, the Buyer may withdraw only in respect of the defective item. Withdrawal from the contract in respect of the other items is possible only if it cannot reasonably be expected that the Buyer would retain the remaining items without the defective item.

7.13. After withdrawal from the contract or its part, the Buyer shall return the item to the Seller at the Seller's expense. The Seller shall ensure removal of the item that was installed in accordance with its nature and purpose prior to the manifestation of the defect. If the Seller fails to remove the item within a reasonable period, the Buyer may arrange removal and delivery of the item to the Seller at the Seller's expense and risk.

7.14. After withdrawal, the Seller shall refund the purchase price to the Buyer no later than 14 days from the return of the item to the Seller or from proof that the Buyer sent the item to the Seller, whichever occurs first.

7.15. The Seller shall refund the purchase price or pay the discount using the same method of payment used by the Buyer, unless the Buyer expressly agrees otherwise. All costs of the refund shall be borne by the Seller.

7.16. The Seller shall not be entitled to compensation for damage caused by normal wear and tear or for payment for normal use of the item prior to withdrawal.

#### VIII. Liability for Defects in Digital Content

8.1. The Merchant is liable for any defect in the digital content at the time of its delivery that manifests within two years from delivery, if the digital content is supplied as a one-off or as a set of separate supplies.

8.2. The Merchant shall remedy the defect in the digital content within a reasonable time after notification by the consumer, free of charge and without causing significant inconvenience to the consumer, taking into account the nature of the digital content and its intended purpose.

8.3. The Merchant may refuse to remedy the defect if remedy is impossible or would cause disproportionate costs considering all circumstances, in particular the value of the digital content without the defect and the seriousness of the defect.

#### IX. Liability for Defects in Services

9.1. The Seller is liable for any defect in a service that exists at the time of its provision and which manifests within two years from the provision of the service.

9.2. When exercising rights from liability for defects in services, the provisions of Article VI of this Complaints Procedure shall apply accordingly.

#### X. Final Provisions

10.1. This Complaints Procedure is an inseparable part of the General Terms and Conditions and the Privacy Policy of this Website. The documents – General Terms and Conditions and Privacy Policy of this Website – are published on the domain of the Seller's Website.

10.2. This Complaints Procedure is valid and effective upon its publication on the Seller's Website on 18.08.2025.

This e-shop is certified by <https://www.pravoeshopov.sk>