

COMPLAINTS PROCEDURE

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

I. Identification of the Merchant

1.1. This Complaints Procedure (hereinafter also 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 Municipal Court Bratislava III, Section Sro, Insert No. 167932/B Company ID: 55302882

Tax ID: 2121943538

VAT ID: SK2121943538

The Seller is a payer of value-added tax

(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 as a consumer within the meaning of the further provisions of the General Terms and Conditions published on the Seller’s Website and of the relevant laws defining a consumer, under the applicable 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. the Civil Code, as amended, with the exception set out in point 10.1. of this Complaints Procedure, which governs the legal relationship between the Merchant and a Buyer who does not act as a consumer.

1.2. The e-mail and telephone contact details of the Seller are:

E-mail: info@biovoxel.tech

Tel.: +421 904 408 895

1.3. The address for sending claims, withdrawals from contracts, requests for redress or other submissions is:

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

II. Basic provisions

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

III. Exercise of rights arising from liability for defects

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

IV. Liability for defects

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

4.2. If the subject of the purchase is an item with digital elements in respect of which the digital content is to be supplied or the digital service provided continuously for an agreed period, the Seller is liable for every defect in the digital content or digital service that occurs or becomes apparent during the whole agreed period, but for at least two years from delivery of the item with digital elements.

4.3. In the case of a used item, the parties may agree on a shorter period of the Seller's liability for defects than under points 4.1 and 4.2, but not shorter than one year from delivery of the item.

4.4. A defect arising from use and ordinary wear and tear that can reasonably be expected given the extent of the item's previous use shall not be regarded as a defect of a sold used item.

V. Rights arising from liability for defects

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

5.2. The Buyer may refuse to pay the purchase price or part thereof until the Seller fulfils 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 of notifying the defect. The Buyer shall pay the purchase price without undue delay after the Seller has fulfilled its obligations.

5.3. The Buyer may exercise rights arising from liability for defects, including the right under point 5.2., only if the Buyer notified the defect within two months of discovering it, at the latest before expiry of the period under points 4.1 to 4.3 of this Complaints Procedure.

5.4. The exercise of rights arising from liability for defects does not exclude the Buyer's right to compensation for damage caused by the defect.

VI. Notification of a defect

6.1. A defect may be notified at any establishment of the Seller, at another person of whom the Seller informed the Buyer before conclusion of the contract or before the order was sent, or by means of distance communication at the address of the Seller's registered office or place of business, or at another address of which the Seller informed the Buyer upon or after conclusion of the contract.

6.2. If the Buyer notified the defect by a postal consignment which the Seller refused to accept, the consignment shall be deemed delivered on the day of refusal.

6.3. The Seller shall provide the Buyer with written confirmation of the notification of the defect immediately after the Buyer notifies it. In the confirmation of the notification of the defect, the Seller shall state the period within which it will remedy the defect in accordance with Section 507(1) of Act No. 40/1964 Coll. the Civil Code, as amended. The period notified under the preceding sentence may not exceed 30 days from the day the defect was notified, unless a longer period is justified by an objective reason beyond the Seller's control. The burden of proving the existence of an objective reason lies with the Seller.

6.4. If the Seller refuses liability for defects, it shall notify the Buyer of the reasons for the refusal in writing. If the Buyer proves the Seller's liability for the defect by an expert opinion or a professional statement issued by an accredited person, the Buyer may notify the defect repeatedly and the Seller may not refuse liability for the defect; Section 621(3) of Act No. 40/1964 Coll. the Civil Code, as amended, shall not apply to such repeated notification of the defect. Section 509(2) of Act No. 40/1964 Coll. the Civil Code, as amended, shall apply to the consumer's costs associated with the expert opinion and the professional statement.

6.5. If, before conclusion of the contract or, where the contract is concluded on the basis of the Buyer's order, before the order was sent, the Seller informed the Buyer that defects may also be notified at another person, the act or omission of that person shall be regarded, for the purposes of liability for defects, as an act or omission of the Seller.

VII. Remedy of a defect

7.1. The Buyer has the right to choose to have the defect remedied by replacement of the item or by repair of the item. The Buyer may not choose a method of remedy that is impossible or which, compared with the other method of remedy, would cause the Seller unreasonable costs having regard to all the circumstances, in particular the value the item would have without the defect, the seriousness of the

defect, and whether the other method of remedy would cause the Buyer significant inconvenience. After the defect has been remedied by repair of the item for the first time, the period of liability for defects of the item shall be extended by 12 months. The period of liability for defects of the item shall be extended only once, regardless of the number of repairs of the item.

7.2. The Seller may refuse to remedy the defect if neither repair nor replacement is possible or if they would require unreasonable costs having regard to all the circumstances, including the circumstances under the second sentence of point 7.1.

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

7.4. For the purposes of repair or replacement, the Buyer shall hand over or make the item available to the Seller or to a person under Section 622(5) of Act No. 40/1964 Coll. the Civil Code, as amended. The costs of taking over the item shall be borne by the Seller.

7.5. The Seller shall deliver the repaired item or the replacement item to the Buyer at its own expense in the same or a similar manner in which the Buyer delivered the defective item, unless the parties agree otherwise. If the Buyer does not take over the item within six months of the day on which it should have been taken over, the Seller may sell the item. In the case of an item of greater value, the Seller shall notify the Buyer in advance of the intended sale and grant the Buyer a reasonable additional period to take over the item. Immediately after the sale, the Seller shall pay the Buyer the proceeds of the sale of the item after deducting the costs reasonably incurred for its storage and sale, if the Buyer exercises the right to a share of the proceeds within the reasonable period stated by the Seller in the notice of the intended sale of the item. The Seller may destroy the item at its own expense if it could not be sold or if the expected proceeds of the sale would not cover even the costs reasonably incurred by the Seller for storage of the item and the costs the Seller would necessarily have to incur for its sale.

7.6. When remedying the defect, the Seller shall ensure removal of the item and installation of the repaired item or the replacement item, if the replacement or repair requires removal of the defective item which had been installed in accordance with its nature and purpose before the defect became apparent. The Seller and the Buyer may agree that removal of the item and installation of the repaired or replacement item will be arranged by the Buyer at the expense and risk of the Seller.

7.7. Where the defect is remedied by replacement of the item, the Seller is not entitled to compensation for damage caused by ordinary wear and tear of the item or to payment for ordinary use of the item before its replacement.

7.8. The Seller is liable for defects of the replacement item under Section 619 of Act No. 40/1964 Coll. the Civil Code, as amended.

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

- a) the Seller has neither repaired nor replaced the item,
- b) the Seller has neither repaired nor replaced the item in accordance with Section 623 of Act No. 40/1964 Coll. the Civil Code, as amended,
- c) the Seller refused to remedy the defect under Section 623 of Act No. 40/1964 Coll. the Civil Code, as amended,
- d) the item has the same defect despite repair or replacement of the item,
- e) the defect is of such a serious nature that it justifies an immediate reduction of the purchase price or withdrawal from the purchase contract, or
- f) the Seller has declared, or it is evident from the circumstances, that it will not remedy the defect within a reasonable period or without causing significant inconvenience to the Buyer.

7.10. The reduction of the purchase price must be proportionate to the difference between the value of the sold item and the value the item would have had if it were free of defects.

7.11. The Buyer may not withdraw from the purchase contract under point 7.9. if the Buyer contributed to the occurrence of the defect or if the defect is negligible. The burden of proving that the Buyer contributed to the occurrence of the defect and that the defect is negligible lies with the Seller.

7.12. If the contract concerns the purchase of several items, the Buyer may withdraw from it only in relation to the defective item. In relation to the other items, the Buyer may withdraw from the contract only if it cannot reasonably be expected that the Buyer would be interested in keeping the other items without the defective item.

7.13. After withdrawal from the contract or part thereof, the Buyer shall return the item to the Seller at the Seller's expense. The Seller shall ensure removal of the item which had been installed in accordance with its nature and purpose before the defect became apparent. If the Seller does not remove the item within a reasonable period, the Buyer may arrange for its removal and delivery to the Seller at the expense and risk of the Seller.

7.14. After withdrawal from the contract, the Seller shall return the purchase price to the Buyer no later than 14 days from the day the item is returned to the Seller or from proof that the Buyer sent the item to the Seller, whichever occurs earlier.

7.15. The Seller shall return the purchase price to the Buyer or pay the reduction of the purchase price in the same manner used by the Buyer to pay the purchase price, unless the Buyer expressly agrees to another method of payment. All costs associated with the payment shall be borne by the Seller.

7.16. The Seller is not entitled to compensation for damage caused by ordinary wear and tear of the item or to payment for ordinary use of the item before withdrawal from the purchase contract.

VIII. Liability for defects of digital performance

8.1. The Merchant is liable for any defect that the digital performance has at the time of its delivery and which becomes apparent within two years of its delivery, where the digital performance is supplied as a single act or as a set of individual acts of supply.

8.2. The Merchant shall remedy the defect of the digital performance within a reasonable period after the consumer notified the defect, free of charge and without causing significant inconvenience to the consumer, having regard to the nature of the digital performance and the purpose for which the consumer required it.

8.3. The Merchant may refuse to remedy the defect if the remedy is impossible or if it would cause the Merchant unreasonable costs having regard to all the circumstances, in particular the value the digital performance would have without the defect and the seriousness of the defect.

IX. Liability for defects of a service

9.1. The Seller is liable for any defect of a service that the service has at the time of its provision and which becomes apparent within two years of provision of the service.

9.2. The provisions of Article VI of this Complaints Procedure shall apply mutatis mutandis to the exercise of rights arising from liability for defects of a service

X. Supplementary provisions

10.1. The warranty period for products where the Buyer does not act as a consumer is 6 months, unless a different warranty period has been agreed otherwise.

10.2. Beyond the scope of the Merchant's statutory liability for defects of the goods, the manufacturer is obliged, at the consumer's request, to repair the goods where:

a legal act listed in Annex II to Directive (EU) 2024/1799 of the European Parliament and of the Council of 13 June 2024 on common rules promoting the repair of goods and amending Regulation (EU) 2017/2394 and Directives (EU) 2019/771 and (EU) 2020/1828 lays down reparability requirements for the goods or a part thereof, including requirements to facilitate disassembly and access to spare parts, information and tools relating to repair, which apply to the goods or a part thereof (hereinafter the “reparability requirement”).

10.3. The manufacturer shall carry out or arrange for the repair under point 10.2. free of charge or for a reasonable price, within a reasonable period from the handover of the goods by the consumer or from the goods being made available to the manufacturer, to the extent of the reparability requirement under the legal act listed in Annex II to Directive (EU) 2024/1799; this shall not apply where repair is impossible. The manufacturer may not refuse to carry out the repair solely on the grounds of the cost of the spare parts and tools needed for the repair, or on the grounds that a previous repair was carried out by a repairer or another person.

10.4. Where the manufacturer has no registered office or place of business in the Slovak Republic or in another Member State, the obligation to carry out or arrange for the repair of the goods lies with:

- a) the authorised representative with a registered office or place of business in a Member State,
- b) the importer, where the manufacturer has no authorised representative with a registered office or place of business in a Member State,
- c) the distributor, where the importer has no registered office or place of business in a Member State.

XI. Special provisions

11.1. This Complaints Procedure forms an inseparable part of the General Terms and Conditions and of the Privacy Policy and Cookie Notice of this Website. The documents – the General Terms and Conditions and the Privacy Policy and Cookie Notice of this Website – are published on the domain of the Seller’s Website.

XII. Final provisions

12.1. This Complaints Procedure is valid and effective upon its publication on the Seller’s Website on 29.09.2026

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