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ANNEX 1 OF THE GENERAL TERMS AND CONDITIONS
Elavia s.r.o.

Complaints Regulations for Customers - Consumers

1. General provisions

1.1 Hereby the company Elavia s.r.o., with its registered office at Levice, Muštová 22, Postal Code 934 01, Slovak Republic, ID No.: 54 341 612, registered in the Commercial Register of the District Court of Nitra, Section Sro, 56357/N (hereinafter also referred to as "**Elavia**") informs the customer who is a consumer and who does not act within the scope of his business activity, employment or profession (hereinafter also referred to as the " **Customer - Consumer**") when concluding and performing a contract with the Seller, about the conditions, place and method of exercising the rights of the Customer - Consumer from liability for defects of goods purchased through the sale via Social Networks and E-shop of Elavia (hereinafter also referred to as the "**Complaints Procedure**").

1.2 This Complaints Policy is **Appendix 1** and an integral part of Elavia's General Terms and Conditions of Online Sales.

1.3 This Complaints Procedure has been prepared in accordance with Act No. 40/1964 Coll., the Civil Code, as amended, Act No. 250/2007 Coll., on Consumer Protection and on Amendments to Act No. 372/1990 Coll. of the Slovak National Council on Offences, as amended, and Act No. 102/2014 Coll., as amended, on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded away from the seller's premises and on amendment and supplementation of certain acts, as amended.

2. Liability for defects, warranty

2.1 Elavia shall be liable to the Customer - Consumer for the fact that the Goods are of the agreed quality, quantity, measure and weight at the time of receipt, or as required by law, and that they comply with the binding technical standards. Elavia shall be liable for defects in the Goods sold upon receipt by the Customer - Consumer. The delivery of Goods other than those agreed in the Contract shall also be deemed to be a defect.

2.2 Elavia shall also be liable to the Customer - Consumer for warranty defects that occur after receipt of the Goods within the warranty period (hereinafter also referred to as "**Warranty**").

2.3 The warranty period starts from the receipt of the Goods by the Customer - consumer. The warranty period shall expire upon expiry of the period of use (expiry date) of the Goods, with the expiry date of the Goods being marked on the packaging of the Goods; in the event that the expiry date is not marked on the packaging of the Goods, the warranty period shall be 24 months. If the Goods are replaced, the warranty period will start again from the receipt of the new Goods.

2.4 The proof of purchase of the Goods shall serve as confirmation of the legal warranty of the Goods. At the express request of the Customer-Consumer, Elavia shall confirm in writing the provision of the statutory warranty to the Customer-Consumer in the form of a warranty certificate.

2.5 The rights of liability for defects in the Goods covered by the warranty shall be extinguished if they are not exercised within the warranty period.

3. Exclusions from liability for defects

3.1 Elavia shall not be liable for any defects arising after receipt of the Goods:

a) improper use, handling, application of the Goods, as well as improper storage or keeping of the Goods;
b) using the Goods in contravention of the documentation relating to the manner of use of the Goods or using the Goods in contravention of the instructions on the packaging or in the documents provided with the Goods;
c) normal wear and tear;
d) by changing the Goods (e.g. by mixing different shades of colours) by the Customer - consumer or third party;
e) tampering or damage to the Goods by the Customer - consumer, or by a third party, natural disaster, natural element or force majeure.

4. Rights under liability for defects

4.1 If it is a defect that can be remedied, the Customer - consumer has the right to:

a) free, timely and proper rectification of the defect. Elavia may always replace the defective Goods, or the defective part thereof, with a defect-free one instead of removing the defect, if this does not cause serious difficulties for the Customer - Consumer;
b) replacement of the Goods, or replacement of the defective part thereof, unless Elavia incurs disproportionate costs in relation to the price of the Goods or the severity of the defect;
c) replacement of the Goods or withdrawal from the Contract if the Customer - consumer cannot use the Goods properly due to the recurrence of the defect after repair or due to a greater number of defects.

4.2 If it is an irremediable defect, the Customer - consumer has the right to:

a) a reasonable discount on the price of the Goods;
b) replacement of the Goods or withdrawal from the Contract at the option of the Customer - Consumer, if it is an irremediable defect that prevents the Goods from being properly used as Goods without defect.

5. Exercise of liability for defects - claim

5.1 The customer - consumer is entitled to exercise the rights of liability for defects in goods against Elavia (hereinafter also referred to as "**Complaint**") in any of the following ways:

a) in writing to Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic
b) by sending an e-mail to the following e-mail address: info@elaviaoriginal.com.

5.2 The Customer - Consumer is obliged to submit to Elavia a copy of the proof of purchase of the Goods when making a Complaint. Within the framework of the Complaint, the Customer - Consumer is obliged to state in a clear and comprehensible manner:

a) name and surname of the Customer - consumer;
b) the postal address of the Customer - consumer;
c) in case of Complaints in the manner according to Article 5.1. b) of these Complaints Regulations, the e-mail address of the Customer - consumer;
d) description of defects of the Goods or parts thereof (the Customer - consumer may also attach photo documentation of defects of the Goods);
e) The customer - consumer has chosen the right of defective performance within the meaning of Article 4 of this Complaints Procedure;
f) if the Customer - consumer chooses withdrawal from the Contract or a reasonable discount on the purchase price of the Goods as a right of defective performance, as well as a bank account number for the purpose of a possible refund of the purchase price, or part thereof.

5.3 Elavia shall without undue delay after the Customer-Consumer has exercised his/her rights from the defective performance, but no later than together with the proof of processing of the Complaint, issue the Customer-Consumer with a written confirmation (an e-mail message is also considered to be a written form) of when the Customer-Consumer exercised his/her rights from the defective performance, what is the content of the Complaint and what right from the defective performance was chosen by the Customer-Consumer. In the event that the Claim has been made by electronic means pursuant to Article 5.1. b) of these Claims Regulations, Elavia shall issue the Customer-Consumer with a confirmation of the Claim immediately.

5.4 The Customer - Consumer is obliged to hand over the claimed Goods to Elavia by delivering them to the address of Elavia: Elavia s.r.o., Muštová 22, Postal Code 934 01 Levice, Slovak Republic.

5.5 In the event that the Customer - Consumer does not provide all the information pursuant to Article 5.2 of these Complaints Regulations and/or does not return the claimed Goods pursuant to Article 5.4 of these Complaints Regulations, Elavia is not obliged to proceed to the assessment of the legitimacy of the Complaint. In such a case, Elavia shall invite the Customer-Consumer to complete the missing data and/or to hand over the Claimed Goods.

6. Complaint handling

6.1 On the basis of the right exercised by the Customer - consumer, Elavia shall determine, taking into account the nature of the defect, the method of handling the Complaint, immediately, in complex cases no later than 3 (three) working days from the date of application of the Complaint. In justified cases, in particular if a complex technical evaluation of the condition of the Goods is required, Elavia may determine the method of handling the Complaint no later than 30 days from the date of filing the Complaint. Elavia shall warn the Customer-Consumer of the inappropriateness of the Customer-Consumer's choice of law (in particular in the case where the Customer-Consumer requests a method relating to a remediable defect but Elavia determines that the defect is irremediable).

6.2 After determining the method of handling the Complaint, Elavia shall handle the Complaint immediately, in justified cases Elavia may handle the Complaint later, but no later than 30 days from the date of the Complaint by the Customer - Consumer. If the receipt of the subject of the Goods by Elavia occurs on a day later than the day of the Complaint, the time limits for the processing of the Complaint shall begin to run from the date of receipt of the Goods by Elavia; however, no later than from the moment when Elavia is allowed to take over the subject of the Complaint. In the event that Elavia fails to settle the Complaint within the time limit for settling the Complaint, the Customer - Consumer shall have the right, at his/her own choice, either to withdraw from the Contract or to exchange the purchased Goods for new Goods.

6.3 In the event that the Customer-Consumer makes a Complaint for the Goods within the first 12 months of purchase, Elavia may settle the Complaint by rejecting it only on the basis of a professional assessment provided by Elavia at its expense. Elavia shall provide the Customer-Consumer with a copy of the professional assessment justifying the rejection of the Complaint, no later than 14 days after the Complaint has been settled.

6.4 In the event that the Customer-Consumer submits a Claim for the Goods after 12 months from the date of purchase and Elavia rejects it, the Customer-Consumer may send the Goods to a person specified in the Claim Handling Document, which will be provided to the Customer-Consumer, for a professional assessment. If the Goods are sent to a designated person for expert assessment in accordance with the Consumer Protection Act, the costs of the expert assessment as well as all other related costs reasonably incurred shall be borne by Elavia regardless of the outcome of the expert assessment. If the professional assessment proves that Elavia is liable for the defect, the Customer-Consumer may reassert the Claim; the warranty period shall not expire while the professional assessment is being carried out. If the expert assessment proves Elavia's liability for the defects, Elavia shall reimburse the Customer-Consumer for all costs incurred for

the expert assessment, as well as for all related costs reasonably incurred by Elavia.

costs, no later than 14 days from the date of the reasserted Complaint. A reasserted Claim cannot be rejected by Elavia.

6.5 The settlement of a Complaint means the termination of the Complaint procedure by (a) delivery of the repaired Goods, (b) replacement of the Goods or the defective part thereof, (c) refund of the purchase price of the Goods, (d) payment of a reasonable discount on the price of the Goods, (e) a written invitation to accept performance, or (f) a reasoned rejection of the Complaint.

6.6 Elavia shall send the Customer-Consumer a written confirmation of the settlement of the Complaint no later than within 30 days from the date of the Complaint in the same manner in which the Complaint was submitted by the Customer-Consumer (an e-mail message is also considered to be in writing).

7. Alternative dispute resolution

7.1 If the Customer-Consumer is not satisfied with the manner in which Elavia has handled his/her complaint, or the Customer-Consumer believes that any of his/her rights have been violated by Elavia, he/she may send a request for redress electronically to the following email address: info@elaviaoriginal.com or in writing to the address of Elavia: Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic.

7.2 If Elavia responds to the Customer-Consumer's request for redress in a negative manner or fails to respond to such a request within 30 days from the date of its delivery to Elavia, the Customer-Consumer has the right to submit a proposal for the initiation of an alternative (out-of-court) dispute resolution, while more detailed information on alternative dispute resolution is available in the General Terms and Conditions of Business, which are available at at the following links: https://instagram.com/elaviaoriginal?igshid=YmMyMTA2M2Y=; https://www.facebook.com/Elavia-original-104319272094569/.

8. Final provisions

8.1 This Complaints Procedure is governed by Slovak law.

8.2 Elavia reserves the right to change this Complaints Procedure in compliance with the mandatory provisions of Slovak law. The rights and obligations related to the Complaint shall be governed by the Complaint Regulations in force at the time of conclusion of the Contract between Elavia and the Customer-consumer.