

## **COMPLAINTS PROCEDURE**

Online store [www.force-sensors.com](http://www.force-sensors.com)

### **I. Merchant identification**

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

Business name: EMSYST, spol. s r.o., Registered address: Súvoz 111, Trenčín 911 01, Slovak Republic

Registered in the Commercial Register of the District Court of Trenčín, Section Sro, File number 502/R

IČO: 34115749

VAT number: 2020386115

VAT ID: SK2020386115

Bank account: SK2975000000000911018383

The seller is a payer of value added tax

(hereinafter referred to as the “Seller” or “Merchant”) and any person who is the Buyer of products offered by the Seller on the Seller's Website, and who acts in the position of a consumer in accordance with other provisions of the General Terms and Conditions published on the Seller's website and the relevant laws defining a consumer, within the framework of the valid legislation of the Slovak Republic, in particular the laws: Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, Act No., Act No. 40/1964 Coll. Civil Code, as amended, with the exception specified in point 4.4. of these Complaints Procedures, which governs the legal relationship between the Trader and the Buyer, who does not act in the position of a consumer.

1.2. The Seller's email and telephone contact is:

Email: [mail@force-sensors.com](mailto:mail@force-sensors.com)

Phone number: +421327432400

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

EMSYST, spol. s r.o., Súvoz 111, Trenčín 911 01, Slovak Republic

### **II. Basic provisions**

2.1. These complaints procedures govern the legal relations between Buyers who are consumers and the Trader.

### **III. Exercise of the right of liability for defects**

3.1. The Buyer may exercise rights arising from liability for defects only if he has notified the Seller of the defect without undue delay, no later than 24 months from the date of receipt of the

item. If he does not notify the defect 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 item sold has at the time of its delivery and that becomes apparent within two years of the delivery of the item.

4.2. If the subject of the purchase is a thing with digital elements, where the digital content is to be delivered or the digital service is to be provided continuously during the agreed period, the seller is liable for any defect in the digital content or digital service that occurs or becomes apparent during the entire agreed period, but at least for two years from the delivery of the thing 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 in paragraphs 4.1 and 4.2, but not shorter than one year from the delivery of the item.

4.4. The Seller is liable for any defect that the sold item has at the time of its delivery to the Buyer, and which becomes apparent within 6 months of delivery of the item, if the Buyer is not acting in the capacity of a consumer.

#### **V. Rights arising from liability for defects**

5.1. If the seller is liable for a defect in the item sold, the buyer has the right to have the defect removed by repair or replacement, the right to an appropriate 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 part thereof until the Seller has fulfilled its obligations arising from liability for defects, unless the Buyer is in default of payment of the purchase price or part thereof at the time of the defect being pointed out. 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 he has reported the defect within two months of discovering the defect, at the latest by the expiry of the period under points 4.1 to 4.3 of these Complaints Procedure.

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

#### **VI. Pointing out a defect**

6.1. The defect may be reported at any of the Seller's establishments, at another person of whom the Seller has notified the Buyer prior to the conclusion of the contract or before sending the order, 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 has notified the Buyer upon conclusion of the contract or after conclusion of the contract.

6.2. If the buyer has complained about a defect in a postal item that the seller has refused to accept, the item is deemed to have been delivered on the date of refusal.

6.3. The Seller shall provide the Buyer with a written confirmation of the defect immediately after the Buyer has pointed out the defect. In the confirmation of the defect, the Seller shall state the period within which the defect shall be removed in accordance with Section 507, paragraph 1, of Act No. 40/1964 Coll. of the Civil Code, as amended. The period notified in accordance with the previous sentence may not be longer than 30 days from the date of pointing out the defect, unless a longer period is justified by an objective reason that the Seller cannot influence.

6.4. If the seller refuses liability for defects, he shall notify the buyer of the reasons for the refusal in writing. If the buyer proves the seller's liability for the defect by means of an expert opinion or a professional opinion issued by an accredited person, an authorized person or a notified person, he may repeatedly point out the defect and the seller may not refuse liability for the defect; repeated pointing out of a defect is not subject to Section 621, paragraph 3, of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended. The consumer's costs associated with the expert opinion and professional opinion are subject to Section 509, paragraph 2, of Act No. 40/1964 Coll., the Civil Code, as amended.

6.5. If, before concluding the contract or, if the contract is concluded based on the buyer's order, before sending the order, the seller has informed the buyer that the defects can also be attributed to another person, the act or omission of this person shall be considered, for the purposes of liability for defects, to be the act or omission of the seller.

## **VII. Removal of defect**

7.1. The Buyer has the right to choose to have the defect removed by replacing the item or repairing the item. The Buyer may not choose a method of removing the defect that is not possible or that would cause the Seller disproportionate costs compared to the other method of removing the defect, taking into account all the circumstances, in particular the value that the item would have without the defect, the severity of the defect and whether the other method of removing the defect would cause the Buyer significant difficulties.

7.2. The Seller may refuse to remove the defect if repair or replacement is not possible or if it would require unreasonable costs taking into account all the circumstances, including the circumstances under point 7.1. second sentence.

7.3. The Seller shall repair or replace the item within a reasonable period of time after the Buyer has pointed out the defect, free of charge, at its own expense and without causing serious

inconvenience to the Buyer, taking into account the nature of the item and the purpose for which the Buyer requested 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 a person pursuant to Section 622, paragraph 5 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, 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 similar manner as 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 date on which it was to be taken over, the Seller may sell the item. If the item is of greater value, the Seller shall notify the Buyer of the intended sale in advance and grant him a reasonable additional period for taking over the item. The Seller shall immediately pay the Buyer the proceeds from the sale of the item after deducting the costs reasonably incurred for its safekeeping and sale, if the Buyer exercises the right to a share of the proceeds within a reasonable period specified by the Seller in the notice of the intended sale of the item. The seller may destroy the item at his own expense if it has not been sold or if the expected proceeds from the sale are not sufficient to cover the costs that the seller has reasonably incurred in storing the item and the costs that the seller would necessarily have to incur in selling it.

7.6. When eliminating a defect, the Seller shall ensure the removal of the item and the installation of a repaired item or a replacement item, if the replacement or repair requires the removal of a defective item that was installed in accordance with its nature and purpose before the defect became apparent. The Seller and the Buyer may agree that the removal of the item and the installation of the repaired or replacement item shall be ensured by the Buyer at the Seller's expense and risk.

7.7. When eliminating a defect by replacing the item, the seller is not entitled to compensation for damage caused by normal wear and tear of the item and to compensation for normal use of the item before its replacement.

7.8. The seller is liable for defects in the replacement item pursuant to Section 619 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended.

7.9. The buyer has the right to a reasonable discount on the purchase price or may withdraw from the purchase contract without providing an additional reasonable period of time pursuant to Section 517, paragraph 1., 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, paragraphs 4 and 6 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended,

c) the seller refused to remove the defect pursuant to Section 623, paragraph 2 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, 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 discount on the purchase price or withdrawal from the purchase contract, or

f) the seller has declared or it is obvious from the circumstances that he will not remove the defect within a reasonable time or without causing serious difficulties for the buyer.

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

7.11. The buyer may not withdraw from the purchase contract pursuant to point 7.9 if the buyer was involved in the defect or if the defect is negligible. The burden of proof that the buyer was involved in 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 other items, he may withdraw from the contract only if he cannot reasonably be expected to be interested in keeping the other items without the defective item.

7.13. After withdrawing from the contract or part thereof, the buyer shall return the item to the seller at the seller's expense. The seller shall ensure the removal of the item that was installed in accordance with its nature and purpose before the defect became apparent. If the seller fails to remove the item within a reasonable period of time, the buyer may ensure the removal and delivery of the item to the seller at the seller's expense and risk.

7.14. After withdrawal from the contract, the seller will refund the purchase price to the buyer no later than 14 days from the date of return of the item to the seller or after proving that the buyer sent the item to the seller, whichever occurs first.

7.15. The Seller shall refund the purchase price to the Buyer or pay him a discount on the purchase price in the same way as the Buyer used 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 normal wear and tear of the item and to compensation for normal use of the item before withdrawal from the purchase contract.

### **VIII. Liability for defects in digital performance**

8.1. The trader is liable for any defect that the digital service has at the time of its delivery and that becomes apparent within two years of its delivery, if it is a digital service that is delivered in one go or as a set of individual services.

8.2. The trader shall remedy the defect in the digital performance within a reasonable period of time after the consumer has pointed out the defect, free of charge and without causing significant inconvenience to the consumer, taking into account the nature of the digital performance and the purpose for which the consumer requested the digital performance.

8.3. The trader may refuse to remove the defect if removal is not possible or if it would cause him unreasonable costs, taking into account all the circumstances, in particular the value that the digital performance would have without the defect and the severity of the defect.

### **IX. Liability for defects in the service**

9.1 The seller is liable for any defect in the service that the service has at the time of its delivery and that becomes apparent within two years of the delivery of the service.

9.2. At exercising rights arising from liability for defects in the service, the provisions of Article VI of these Complaints Procedures shall apply accordingly.

### **X. Final provisions**

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

10.2. This Complaints Procedure is valid and effective from the moment of its publication on the Seller's Website on 18.06.2025