## Complaint Conditions of the VirginGrip s.r.o. (Ltd.)

This Claim Code is a part of the Terms and Conditions at www.virgingrip.com, the owner and operator is as followed:

Seller: VirginGrip s.r.o. Registered office at: Tisá 382, 403 36 Tisá, IČO: 05579406 Registered: Commercial Register kept by the Regional Court in Ústí nad Labem, Section C, Insert 38496 Contact: <u>sales@virgingrip.com</u>, mob .: +420 724482300

The provisions of Act No. 89/2012 Coll., The Civil Code and Act No. 634/1992 Coll., On Consumer Protection (No. 634/1992 Coll.), as amended, govern this Complaint Code. The Complaint Rules supplement business Terms and apply to consumer goods (hereinafter "Goods") in which the Buyer's liability for defects (hereinafter "Complaints") is exercised during the warranty period.

The VirignGrip's main focus is the holds quality and design. We intend to deliver only the best ones. Providing a defect occurs on a VirginGrip climbing hold such as a crack or a hole has not been drilled correctly, please, do not hesitate to contact us and we shall repair it. Our simple warranty conditions do not discourage you from such possible claims. Just send us an email or give us a call. Specify the name of the person who'd placed the Order, your email address associated with the Order, and images of the defect. Providing a design or material defect's occurred, we need to be informed in order to fix it. Providing the climbing hold needs to be checked and examined in order to find out the cause of the fault, the standard costs associated with the return of the goods to the company address are fully covered by the VG behalf.

Replacement or claims do not apply to the following:

• Cosmetic defects associated with the nature of mechanical properties of the polyurethane material.

• Our holds are designed for flat walls only. The Warranty does not apply to defects or cracks caused by their use on uneven or wavy surfaces.

We shall contact you, either via email or phone, as soon as we can; maximum within 30 days from the date of the Claim issue. To avoid ambiguity, fill out the official Claim Form supplied.

With many thanks, yours VirginGrip Team.

## **Complaint Form**

Fill in this form and send it back only if you want to claim the goods within the lawful time. The form is required to be printed out and signed, scanned and sent to the e-mail address below. It may also be enclosed with the products return.

<u>Addressee (Seller):</u> Online shop: www.virgingrip.com Company: VirginGrip s.r.o. Registered office: Tisá 382, 403 36 Tisá ID / DIČ: 05579406 E-mail address: sales@virgingrip.com Telephone number: +420724482300

<u>Consumer:</u> Customer's name(s) and surname: Customer's address: Customer's phone number Customer's e-mail:

Application of defective performance (claim)

## To whom it may concern,

*Date of purchase* (\*) I placed an Order in your Shop (\*) (*Order specification below*). However, the purchased product features the following defect(s) (\* *Defect specifications*). I require the following complaint to be handled as follows: (\**describe your request*, e.g. - "Providing this is a soluble defect, I request the product to be repaired within the maximum time of 30 calendar days. At the same time, I require a written Claim confirmation, indicating the date of my Claim, the content of the Claim together with the Repair/Replacement claim as well as the date of return specifications. Way of handling the claim, including the confirmation of the repair and its duration, providing it appears essential to be repaired).

- 1. Order Date (\*) / Acceptance Date (\*)
- 2. Order number:

**3.** The payment for the ordering or delivery, was made via(\*) and shall be returned (for money transfer, please state the account number) (\*)

- 4. Customer's name(s) and surname:
- 5. Customer's Address:
- 6. E-mail:
- 7. Phone:

(\*) Delete if inappropriate or complete the data. In: (location specification), Date: (state the issue date)

(signature)

Customer's name(s) and surname

List of attachments:

1. Order Invoice No. (\*)

General Claim Guidance:

1. A consumer is required to prove the purchase of the case by submitting a purchase receipt, if not submitted in other sufficiently plausible manners.

A consumer is not entitled to claims providing the occurring defects were caused on the consumer's behalf or providing the consumer was fully aware of the defect at the time of the purchase ac

A consumer is not entitled to Claims providing such defects, due to which the price had been reduced, were agreed on the Seller's and the Customer's behalf. The Seller takes no responsibility for defects caused by customary wear and tear.

Complaints must be submitted within 24 months at the latest. The Claim must be applied immediately in order to avoid further damage, which, as a consequence, led to the Complaint. To guarantee the Complaint is dealt with properly, an immediate defect announcement is essential.

The Complaint is considered only upon our prior notification. Providing the Statutory deadline has expired, it is considered a Contract Breach and the Customer is entitled to withdraw from the Sales Contract.