

## **WARRANTY POLICY**

### **1. General provisions**

The Claims Procedure forms an integral part of the Terms and Conditions of the Seller Muziker, a.s. with its registered office at Einsteinova 18, 85 101 Bratislava 5, Slovak Republic, registered in the District Court Bratislava I commercial registre, in section Sa, file no. 3337 / B and defines the procedure for making a claim.

The Buyer is obliged to familiarize himself with the Claims Procedure and General Terms and Conditions before ordering the goods.

A buyer who is not a consumer but a legal person cannot claim the same rights in respect of liability for defects, guarantees and claims as the buyer who is a consumer.

The Buyer has the right to claim a warranty from the Seller only for goods that show defects caused by the manufacturer, supplier or seller, are covered by the warranty and were purchased from the Seller.

### **2. Warranty conditions**

#### **2.1. Warranty**

The warranty for the product sold is the statutory period during which Muziker is responsible for defects that occur on the sold product.

#### **2.2. Beginning of the warranty period**

The warranty period runs from the moment the goods are taken over by the buyer - consumer, resp. if the object is to be put into operation by someone else (eg authorized center), then the warranty period starts to run only when the item is put into operation.

#### **2.3. Duration of the warranty period**

##### **2.3.1. Statutory warranty period**

Muziker grants a 24-month statutory warranty for new goods to the buyer ,who is a consumer, and a shorter warranty period for new goods and consumables.

Muziker provides a non-consumer buyer with a reduced 12 month warranty on new goods.

##### **2.3.2. Extended warranty beyond the law**

Outside of the statutory warranty period, Muziker grants an extended legal period of 12 months for new goods to the consumer buyer. This extended period does not apply to consumables, small consumables, perishable goods or new goods.

The extended warranty applies only to Muziker Club members and does not apply to those Club members who are also legal entities.

During the extended warranty period, the terms of the warranty shall apply to the buyer who is a consumer and the buyer shall not have the right to claim the rights under the statutory warranty period.

If during the extended warranty period (beyond the statutory 24-month period) there is a defect in the product that can be removed and the defect is not excluded from the warranty, Muziker will remove the defect at its own expense.

If, during the extended warranty period (beyond the statutory 24-month period), a defect of the product is found that cannot be removed, Muziker will not return the full purchase price to the customer, but will provide warranty service by issuing a voucher at the residual value of the claimed goods. This voucher is solely for the purchase of other goods.

In the case of more complicated technical diagnostics or repair of goods, the period for handling the product claim may be longer than 30 days.

### **2.3.3. Warranty period by type of goods**

Warranty period is in case of

- new goods 24 months, unless stated otherwise \*;
- unpacked goods 24 months;
- used or new goods 12 months, unless otherwise stated;
- consumables and small consumables (for example: strings, drums, drumsticks, strings, faders, potentiometers, tubes and the like) for 3 months, only material and manufacturing defects of such goods being considered under warranty;
- perishable goods, the buyer is entitled to exercise the right of defect within 24 months, but if the goods are marked with an expiry date, the warranty period is reduced only to the date marked on the packaging of the goods.

The warranty period does not include the period during which the product is under warranty repair. When the claimed product is replaced with a new one, a new warranty period begins.

\* If you are interested in an extended warranty of 36 months, read the benefits of the Muziker Club.

### **2.4. Proof of warranty**

The proof of guarantee in the case of the purchase of goods over the Internet is the sales document (electronic invoice). In the case of online purchase, this

document will be delivered to the buyer via e-mail as part of the business process during the shipment of the ordered goods.

### **3. Rights, Obligations and Recommendations in Claims**

#### **3.1. Defect detection**

We recommend each buyer to check the condition of the shipment (number of packages, possible damage to the transport package or other irregularities) according to the consignment note immediately in the presence of the courier. The buyer may refuse to accept the shipment if it is manifestly inconsistent with the purchase agreement or if the shipment is incomplete or damaged. If the buyer accepts such a shipment, it is necessary to describe the detected non-compliance with the purchase contract in the handover protocol. If the shipment is damaged or incomplete, the buyer must immediately file a claim with the seller. In order to obtain an automatic exchange of goods, we recommend you to report a damaged shipment within 24 hours at the latest. The additional claim for damage to the shipment or incomplete shipment does not deprive the buyer of the right to claim liability for defects, but such additional claim does not imply an automatic exchange of goods.

#### **3.2. Conditions and method of claim**

If the goods are defective, the customer has the right to file a claim with the seller, in particular by means of a form on the company's website or in another demonstrable manner. The buyer must file a claim with the seller immediately after finding the defect of the goods and always only on the basis of the sales document (block from the cash register, invoice) for the relevant goods.

During the warranty period, the consumer is entitled to a free remedy. The condition for initiating the claim procedure is to file a claim and to hand over or deliver the claimed goods, including accessories to the seller together with a warranty certificate (sales document).

Immediately after receiving the claim, Muziker shall issue to the Buyer an electronic confirmation of when the claim was filed, what is its content and which method of claim settlement the Buyer prefers.

#### **3.3. Device security, data backup, and factory settings of the product before handing it over for diagnostics**

In the event that the subject of the claim is a device allowing storage of data, we recommend the buyer to create a suitable backup of the data before handing over or delivering the goods for claim. Muziker is not liable for possible damage, loss or deletion of such data. If the claimed device is protected by a password or other security mechanism, the buyer is obliged to remove the protection before submitting the device to the claim or state the way in which the device can be accessed. Failure to allow full access to the device may result in incomplete diagnostics or repair.

The Buyer hereby acknowledges that any diagnostics of the product in the claim procedure may require the eventual return of any electronic equipment to the factory settings and the loss of individual product settings in the condition prior to submission to the claim procedure.

### **3.4. Delivery of product for claim procedure**

The buyer-consumer can, depending on the type of the claim, the goods

- send individually to the Muziker Claim Center: Muziker reklamačné stredisko, Logistický areál P3, Hala 2, súpisné číslo 1102, 900 55 Lozorno
- hand over to Muziker
- ask Muziker via the form to claim for the collection and delivery of the goods to the Claim Center at the expense of Muziker.

Instructions on possible ways of delivery of the claimed goods and instructions on packaging and transport of the package will be sent to the buyer - consumer in the confirmation of the application of the relevant type of claim.

The buyer has the right to reimbursement of necessary and purposefully expended costs (especially postage, which he paid when sending the claimed goods) incurred by him in connection with the assertion of legitimate claims. This means that if the Buyer-Consumer has sent the goods to the Muziker Claim Center for the purpose of claiming individually, he is entitled to reimbursement of these costs by Muziker after submitting a confirmation of the cost of transporting the goods to Muziker. However, Muziker reserves the right to refuse to the Buyer the reimbursement of disproportionately or unreasonably incurred costs of delivery of the claimed goods, based on the eligibility of the Buyer's - Consumer's claim based on the cheapest means of transport normally available to the Consumer with reasonable effort. Muziker is not liable for any damage to the claimed goods as a result of individual transport.

If the buyer delivers the goods individually to the Muziker Claim Center, depending on the type of claim he / she sends to the following address:

Muziker  
Reklamačné stredisko  
Logistický areál P3  
Hala 2, súpisné číslo 1102  
900 55 Lozorno  
Slovenská republika

We recommend that you pack the goods in a safe shipping container and enclose a printed confirmation of the claim before delivery or collection for delivery to Muziker. Without the enclosed confirmation of the claim or a detailed description of the claimed defect and other particulars, such as the sales document number, date of claim, identification of the goods, name and surname, address for delivery of goods after the claim handling and e-mail address, it won't be possible to identify the goods and start the claim procedure. Therefore, we

recommend to use the appropriate form on our website, which contains fields for collecting all the information necessary for trouble-free and quick identification of the claimed goods in our Claim Center.

The Buyer acknowledges that it is not possible to initiate a claim procedure if it does not deliver the claimed goods, including the complete delivered accessories.

### **3.5. Exclusions from guarantees**

The warranty does not cover defects and damage to the product due to any of the following:

- mechanical damage to the goods by the buyer
- treatment of the product by the buyer (bending, cutting, shortening, drilling), if a defect arises as a result of such treatment
- use of goods in inappropriate conditions
- improper or inappropriate handling of the product or any part thereof
- excessive load or use contrary to the general principles or conditions in the user documentation
- by changing the original parts of the product
- neglect of care of goods
- improper installation or tampering with the equipment
- natural disaster, natural forces or force majeure
- Use of incorrect supply voltage
- use of incorrect, unauthorized or illegal software or software
- the use of incorrect or unoriginal consumables if a defect arises as a result of such consumables
- the natural wear of the product or any part thereof
- the effect of overload in the grid (eg lightning), with the exception of normal deviations
- damage to the product by a computer virus

If the claimed product proves to be defective or damaged as a result of any of the cases not covered by the warranty, the claim will be rejected. These limitations do not apply if the properties of the goods that are contrary to the above conditions have been expressly agreed, exchanged or declared by the buyer and seller. The buyer is also at risk of rejecting the claim by breaking the seal or serial number only if the serial number would be broken in normal use. The buyer further exposes himself to the risk of rejection of the claim if the goods or their part is significantly contaminated or does not meet basic hygienic conditions.

Muziker offers in its assortment also the sale of already unpacked goods with varying degrees of damage or signs of use. These are unpacked goods with damaged packaging, returned used goods or damaged goods.

These goods cannot be exchanged for a new piece as part of the claim and it cannot be claimed for a defect for which the goods were sold at a reduced price.

Wear characteristic of a given material or use is not considered a defect. It is not a defect if it follows from the nature of the item sold that its lifetime is shorter than the warranty period, and when it is used in its normal use, it will be worn out before the warranty period expires. The warranty does not apply to the consumable itself (strings, drums, drumsticks, strings, faders, potentiometers and tubes), or to products that are naturally worn, or by their nature and use subject to natural wear (eg cymbals, buttons, levers, flaps, hammers, springs, rods, rubber bands, etc.). The warranty for consumables is also excluded if the consumables are part of the purchased goods.

#### **4. Course and handling of claim**

##### **4.1. Diagnostics of defects**

Immediately after delivery of the claimed goods to the claim center, Muziker (as far as it is possible to identify the claimed goods in accordance with the filed claim) will begin to diagnose the claimed defect. The goods will be tested only for the error stated by the buyer (in the claim form or in the enclosed error description sheet). To indicate the error, we especially recommend filling in the claim form, or put it in writing, including electronic communication. Any other apparent damage to the goods not identified by the buyer in the error description shall be recorded in the claim confirmation.

In the event that the claimed defect is manifestly related to one of the reasons for which a limitation or exclusion from the warranty applies, Muziker may offer the Buyer a charge for repair at its expense.

In the case of rejection of a claim to a non-consumer buyer (ie a legal entity), Muziker may also invoice the buyer for the costs of diagnosing the error in an external authorized service center or other repair costs (eg transport to and from an external authorized service center to Muziker) .

##### **4.2. Removable defect**

The following rights to settle a claim for a removable defect apply only to the buyer who is a consumer (individual).

In the case of a removable defect, the buyer who is the consumer has the right to be removed free of charge, in a timely and orderly manner. Muziker decides on the method of removing the defect, which is obliged to remove the defect without undue delay. Instead of repairing the defect, ie instead of repairing, the buyer may require the replacement of the defective item for a faultless, ie faultless, resp. if the defect concerns only the part of the thing, then the replacement of the part, unless Muziker incurs excessive costs due to the price of the goods or the seriousness of the defect. Instead of removing the defect (repair), the Muziker may always replace the defective item with a defective item, unless this causes the buyer serious difficulties.

##### **4.3. Unremovable defect**

The following rights to settle a claim for irremovable defect apply only to the buyer who is a consumer (individual).

In the case of an irremovable defect that prevents the proper use of the thing for the purpose as a defect-free thing, the buyer has the right either to exchange the product or to withdraw from the contract, ie the refund of the purchase price. These same rights, ie the right to exchange or return the purchase price, also belong to the buyer even if the same removable defect, which has already been claimed twice and repaired, occurs three times within the warranty period or if three different defects occur simultaneously. In the case of other irremovable defects, ie those that cannot be removed but do not prevent proper use of the product (eg functional, but scratched electrical appliance), the buyer is entitled to a reasonable discount on the purchase price. The amount of the discount is a matter of agreement between the buyer and Muziker.

#### **4.4. Time limit for handling claims**

Based on the decision of the buyer (consumer, ie natural person) which of these rights he wishes to exercise, Muziker will determine the method of settling the claim depending on the nature of the defect immediately, in complex cases within 3 working days at the latest, and in justified cases where technical product testing is needed, within 30 days. Once the method of handling the claim has been determined, the claim will be settled immediately; in justified cases, the claim may be settled later, eg. if the claimed product is sent for repair or diagnostics to an external authorized service. However, the claim must not be settled for more than 30 days from the date of the claim. After the expiry of the period for settling the claim, the buyer who is a consumer (natural person) has the right to withdraw from the contract or has the right to exchange the product for a new product.

The deadline for handling the claim begins on the day following the claim (a detailed description of the error is necessary) and delivery or handover of the claimed goods with complete accessories to the Buyer of Muziker. If any of the above conditions is not met, the claim procedure cannot be initiated. The warranty period is extended by the duration of the claim procedure.

The time limit for settling a claim only applies to consumers i.e. individuals and not legal entities. The deadline for settling a legal entity's claim is a maximum of 60 days.

#### **4.5. When the claim is considered to be settled**

The claim handling is the termination of the claim procedure

- by handing over the repaired product,
- replacement of the product,
- refund of the purchase price of the product,
- by applying a reasonable discount on the price of the product,

- written request for acceptance of performance (in case of rejection of the claim)
- reasoned rejection of the claim.

#### **4.6. Rejection of the claim**

If a consumer - buyer makes a claim within the first 12 months since delivery of the product to the buyer, Muziker may only refuse the claim on the basis of professional assessment. He shall bear the costs of the expert assessment as well as all the costs related to the expert assessment within the first 12 months of delivery of the product to the Buyer of Muziker.

If a consumer - buyer makes a claim after 12 months since delivery of the product to the buyer, Muziker can handle the claim even without expert assessment. In this case, Muziker will provide the consumer with information on where to send the product for professional assessment.

If the consumer sends such a product for expert assessment and this expert assessment demonstrates that the product is indeed a defect for which Muziker is responsible, the buyer may reapply the claim. Muziker cannot reject a claim, but must handle it in another way, i.e. by handing over the repaired product, replacing the product, refunding the purchase price of the product or applying a reasonable discount on the product price, a reasonable discount being the agreement between the buyer and Muziker.

If the buyer, who is a consumer, sends the product for expert assessment to the designated person, the expert assessment costs as well as all other related costs reasonably incurred shall be borne by Muziker, i.e. throughout the entire warranty period, regardless of the outcome of the expert assessment.

However, if the product is sent for expert assessment to a non-designated person, i.e. an expert or an authorized, notified or accredited person, the expert shall be obliged to reimburse the cost of the expert assessment as well as any other reasonably incurred costs to the buyer-consumer only the assessment will prove Muziker's responsibility for the claimed defect within 14 days from the date of the recurrence of the claim.

If, however, expert judgment shows that the buyer-consumer is responsible for the defects, then all costs are borne by the consumer himself.

#### **4.7. Proof of claim handling**

The Muziker shall issue a written proof of the claim handling to the buyer - consumer within 30 days of the claim.

#### **4.8. Delivery of the claimed goods after handling the claim**

After processing the claim, we send the goods to the buyer - consumer, who claimed the claim, to the address stated during the claim. If the buyer has

handed over the goods for claim at one of the Muziker's premises (shops), the goods will be sent to the premises after the claim has been settled. The buyer - consumer is obliged to take over the claimed product after the claim within the agreed time period, at the latest within 30 days from the end of the claim. After this period the seller may charge the consumer a storage fee (storage) in the amount of 3 Eur / piece for each commenced day of storage of the goods.

## **5. Out-of-court settlement of disputes**

The out-of-court settlement of consumer disputes aims to achieve amicable settlement of disputes and agreement between the parties. If the seller responds negatively to the request for redress or fails to respond within 30 days of the date of dispatch, the consumer has the right to file an application to initiate an alternative solution to his dispute.

Entities providing out-of-court settlement of consumer disputes ADR (Alternative dispute resolution) and the competent body for alternative dispute resolution with the seller Muziker a.s., Einsteinova 18, 85 101 Bratislava, Slovakia is a Slovak Trade Inspection (SOI), Prievozská 32, 827 99 Bratislava 27, [www.soi.sk](http://www.soi.sk) or another competent legal entity registered in the list of subjects of alternative dispute resolution kept by Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk>); the consumer has the right to choose which of these ADR entities to turn to.

The consumer can also use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit a proposal for an alternative dispute resolution.

## **6. Supervisory authority**

Slovenská obchodná inšpekcia (SOI)  
Inšpektorát SOI pre Bratislavský kraj  
odbor technickej kontroly výrobkov a ochrany spotrebiteľa a právny odbor  
Prievozská 32  
P.O. Box 5  
820 07 Bratislava 27  
Slovenská republika

Tel. č.: +421 2 58272 172, +421 2 58272 104, Fax č.: +421 2 58272 170  
<http://www.soi.sk>  
<http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>

**This Warranty policy is valid and effective from 22.09.2019.**