

## COMPLAINT ABOUT GOODS – NON-COMPLIANCE WITH THE CONTRACT

As a seller, **we are liable** to you, insofar as you are a Consumer Customer or a Privileged Business Customer (as defined in the Terms and Conditions of the Online Store), **for the conformity of the Goods sold with the contract.**

It should be remembered that **the Goods are in conformity with the contract** if, in particular, the following remain in conformity with the contract:

- ✓ description, type, quantity, quality, completeness and functionality
- ✓ suitability for the specific purpose for which it is needed by the consumer, which the consumer notified the entrepreneur at the latest at the time of the conclusion of the contract and which the entrepreneur accepted.

In addition, in order to be considered in conformity with the contract, the goods should, among other things:

- ✓ be suitable for the purposes for which goods of this type are normally used, taking into account applicable laws, technical standards or good practices,
- ✓ occur in such quantity and have such characteristics, including durability and safety, as are typical of goods of this kind and which the consumer may reasonably expect, taking into account the nature of the goods and the public assurances given by the entrepreneur, its legal predecessors or persons acting on their behalf, in particular in advertising or on the label, unless the entrepreneur proves that:
  - it was not aware of the public assurance in question and, on reasonable judgement, could not have been aware of it,
  - the public assurance was rectified before the conclusion of the contract in accordance with the terms and form in which the public assurance was given or in a comparable manner,
  - the consumer's decision to conclude the contract was not influenced by the public assurance;
- ✓ be supplied with accessories and instructions that the consumer can reasonably expect to be provided,
- ✓ be of the same quality as the sample or design that the entrepreneur has made available to the consumer before the conclusion of the contract and correspond to the description of such a sample or design.

In the event that you find that the Goods sold to you by us, whether in the Brick-and-Mortar Shop or the Online Store, are not in conformity with the contract, you may file an appropriate complaint. We are liable for any lack of conformity of the Goods with the contract existing at the time of delivery that **becomes apparent within two years** of that time.

You can make a complaint:

- via e-mail: [shop@ealwero.com](mailto:shop@ealwero.com) ;
- directly at the registered office of Alwero sp. z o.o. (ul. Krakowska 1 43-330 Hecznarowice);
- by sending a letter to the following address: Alwero sp. z o.o. ul. Krakowska 1 43-330 Hecznarowice.

We encourage you to use the model complaint form we have prepared ([download form](#)). If you have any additional questions or concerns, please feel free to contact us.

We also encourage you to read the instructions on the website: <https://prawakonsumenta.uokik.gov.pl/reklamacje/> and with the content of the [Regulations of the Online Store](#), of which this Information is an integral part.

It must be clear from the complaint:

- ✓ who is making the complaint – you should also provide contact details so that you can be informed about how the complaint is being dealt with,
- ✓ which Goods are the subject of the complaint,
- ✓ if there are any objections to the Goods (for non-conformity with the contract),
- ✓ when the Goods were found not to be in conformance,
- ✓ how you would like the Goods to be brought into conformity with the contract.

You should also attach to the claim form proof of purchase of the Goods from us (e.g. payment card printout, receipt, invoice, order number or tax invoice - depending on how the Goods were purchased and the method of payment chosen) and (in the case of an online claim) photos of the claimed non-conformity.

In the event of non-compliance of the Goods with the contract, **you may request:**

- ✓ that the Goods be **repaired** or
- ✓ **replaced** with new ones.

If the Seller, which is us:

- refuses to repair or replace the Goods,
- does not repair or replace the Goods,
- has tried to repair or replace the Goods but they are still not in conformity with the contract,
- has stated that it will not repair or replace the Goods within a reasonable time or without unreasonable inconvenience to you,

you can demand a **price reduction** or, in the case of substantial non-conformity, **withdrawal from the contract**.

**IMPORTANT!** If the lack of conformity with the contract is significant, you may request a reduction in price or withdrawal from the contract without first exercising your right to demand repair or replacement.

After filing a claim, you will receive from us a confirmation of the claim registration. This confirmation will be sent to your preferred contact details.

We are obliged to process your complaint **within 14 calendar days** of its receipt.

If it is necessary to inspect the Goods in order to properly process the complaint, we will ask you to prepare the goods for shipment and we will then send a Courier to the address provided to collect the Goods at our expense at the agreed time.

We will provide you with a response to your complaint on paper or another durable medium (SMS, e-mail).

*We make every effort to respond to your complaints about the Goods you have purchased as quickly as possible and in accordance with your expectations.*