

EUCOM Ltd. production, trade and services company

Pursuant to the Law on Consumer Protection (hereinafter: the Law), and in connection with the provisions of the Law on Trade and the Law on Companies, the Director of EUCOM Ltd. production, trade and services company, 11070 New Belgrade, Milutin Milankovic 25v, company number: 17168444, VAT number: 100388376 on Sep 20, 2021 brings the following:

RULEBOOK ON CONDITIONS AND MANNER OF RESOLVING CONSUMER COMPLAINTS IN ON-LINE STORE

Subject

Article 1

This rulebook regulates the conditions and manner of resolving consumer complaints for goods sold at a distance, ie via the online store EUCOM Ltd. production, trade and services company, on the website <https://www.cu-blue-lamps.rs>, in order to exercise the consumer's right to conformity of sold and delivered goods under the agreement, due to incorrectly delivered goods and other defects, as well as other issues important for resolving complaints and consumer protection.

The meaning of the term

Article 2

Certain terms used in this rulebook have the following meanings:

“web site” is <https://www.cu-blue-lamps.rs>;

"consumer" is a natural person who buys goods sold by the seller on the website, for purposes not intended for the consumer's business or other commercial activity, but for the purpose of satisfying personal or household needs;

“seller” is EUCOM Ltd. production, trade and services company that sells the produced goods via the website;

“goods” or “product” is a physical movable item intended for sale to consumers, which the seller places on the market as part of his business activity through a website.

Application in accordance with laws and other regulations

Article 3

This rulebook is applied in accordance with the provisions of the Law on Consumer Protection, the Law on Trade, the Law on Obligations, the Law on Fiscal Cash Registers and other applicable laws and other regulations governing complaints, consumer protection, trade and trade registration.

This rulebook does not apply to complaints made at the seller's sale facility, nor the consumers who purchase goods via the online store can file a complaint about the goods

purchased at the seller's sale facility.

Special rights and obligations of consumer and seller

Article 4

The seller sells goods to consumers in a way that takes into account the right of consumers to protection and to ensure the sale under equal conditions on the market for all consumers, in all respects in accordance with the positive regulations of the Republic of Serbia.

Article 5

When selling goods, the seller must not discriminate against consumers in any way. The seller's obligation is to issue a fiscal bill to the consumer for the purchased goods.

Article 6

The consumer has the right to receive accurate, complete and clear information from the seller about the basic characteristics of the goods, company name, company number, registered office address and phone number, e-mail address, the right to security, the right to legal security and protection, the right to information - availability of accurate data necessary for a reasonable choice of goods offered from the range offered, the right to be informed within the obligation and ability of the seller to provide information on the type of goods it sells, the basic characteristics of goods according to the declaration for each individual good, the right to choose when buying, selling price, method of payment, method and deadline for delivery, the right to complain in the manner regulated by this rulebook and legal regulations.

The seller must not deceive consumers by providing inaccurate, incomplete, unfounded, unclear or ambiguous information or withholding information about the actual properties and characteristics of the goods, their quality and/or quantity.

Declaration and instructions for use and maintenance of the product

Article 7

In accordance with good business practice and the principle of achieving the best interests of consumers, the seller recommends the consumer to adhere to the declaration when selling goods, ie instructions for use and maintenance of the product, in order to express the properties that the goods have for regular or special use, in accordance with the declaration, ie the instructions for use and maintenance of the product.

The consumer is obliged to follow all the instructions from the corresponding declaration regarding the intended use of the product, its storage and the like.

Informing consumers about the rights related to the complaint

Article 8

The consumer has the right to complain the purchased goods if the non-conformity of the goods occurs within 2 (two) years from the moment of passing the risk of accidental loss or damage to the consumer, and the moment of transfer of risk occurs at the time of delivery to the consumer or a third party.

If the non-conformity occurs within 6 (six) months from the day of transfer of risk to the consumer, it is assumed that the non-conformity existed at the time of transfer of risk, unless it is contrary to the nature of the goods and the nature of certain non-conformity.

Article 9

Non-conformity of the goods in the sense of the law and this rulebook exists if the sold goods do not have the properties necessary for the regular use of that type of goods and in accordance with the purpose prescribed on the corresponding goods declaration.

The seller is liable for non-conformity of the delivered goods if:

- it existed at the time the risk was passed on to the consumer, whether or not the seller was aware of that non-compliance;
- it occurred after the transfer of risk to the consumer, if it originates from a cause that existed before the transfer of risk to the consumer;
- the consumer could easily spot, if the seller stated that the goods were in conformity with the agreement.

The seller is also liable for non-conformity caused by improper packaging, which was committed by him or a person under his supervision.

The seller is not liable for non-compliance if at the time of concluding the agreement the consumer was aware or could not remain unaware that the goods are not in conformity with the agreement.

Article 10

The consumer has no right to complain if it is determined that the defects were caused by his fault, due to falls, mechanical damage, exposure to external high or low temperatures, exposure to moisture, non-compliance with instructions for use, use that does not comply with the seller's instructions and if it does not meet the requirements of Article 12 of this Rulebook.

Declaration of complaints and records of received complaints

Article 11

Complaints can be filed for all purchased goods through the seller's website by filling out and submitting a Complaint Sheet which is delivered to the consumer with the purchased goods and which is also on the website.

Goods purchased at promotions, discounts and closeouts are subject to complaints.

Conditions for resolving the complaint

Član 12.

In order to conduct the procedure upon the submitted consumer complaint, it is necessary that the following conditions are met cumulatively, as follows:

that the goods were purchased via the seller's website;
that proof of purchase such as an bill or fiscal bill, a copy of the bill or fiscal bill or another document that is valid proof of purchase has been submitted;
that the good which is the subject of the complaint have been handed over to the seller;
that less than 2 (two) years have elapsed from the moment of passing the risk of accidental ruin or damage to the goods to the consumer.

Place and manner of filing a complaint

Article 13

In case of a complaint, the consumer is obliged to contact the seller by e-mail: cu.blue.lamp@gmail.com or by phone: +38114427300 or +381652912185 on working days from 8 am to 4 pm.

After receiving the e-mail or phone call, the seller organizes and bears the costs of delivery of the complained goods and the necessary documents.

Complaints resolution procedure

Article 14

Complained goods with the necessary supporting documentation in accordance with Article 12 of this Rulebook, together with the printed and completed Complaint Sheet the consumer sends to the Seller through the courier service with which the seller has a contractual relationship and the information is published in the General Terms of Sale.

The date from which the deadline for responding to the consumer's complaint is calculated is the date when the seller receives the shipment with the complained goods to the address EUCOM Ltd. production, trade and services company, Milutin Milankovic 25v, 11070 New

Belgrade, Serbia.

The consumer who has informed the seller about the non-conformity of the goods, has the right to demand from the seller to eliminate the non-conformity free of charge, by replacement, ie to demand an appropriate price reduction or to terminate the agreement, ie. to demand a refund.

Records of received complaints

Article 15

The seller keeps a record of received complaints and keeps it for two years from the day of submitting the consumer's complaint.

Upon receipt of the complaint sheet with the goods and other accompanying documentation, the seller submits to the consumer no later than 2 working days to the e-mail or address specified in the complaint sheet a confirmation for receipt of the complaint, ie the number under which his complaint is registered in the records of received complaints.

Records of received complaints are kept in bound form and contain data on the submitter and date of receipt of the complaint, data on goods, brief description of non-compliance and request from the complaint, date of issuance of complaint receipt confirmation, decision on response to consumer, date of response delivery, the agreed appropriate deadline for resolving with which the consumer agreed, the method and date of resolving the complaint, as well as information on the extension of the deadline for resolving the complaint, the consumer's consent for extending the deadline and notes.

The person in charge of receiving complaints from the seller is also in charge of entering data in the records of received complaints in which he enters and processes those personal data of the complainant that are necessary to achieve the purpose of registration in these records and complaints and that - name and surname and contact details of the applicant's - address, phone number and e-mail adress. The person in charge of entering data in these records previously, in accordance with the provisions of the Law on Personal Data Protection, notifies the applicant of the processing of such data and obtains valid consent for the processing of these data for the purpose of complaint. Information on the processing of personal data and valid consent for processing are stated in the notes in the records of received complaints.

Resolving complaints

Article 16

The seller responds to the consumer's complaint in writing or electronically without delay,

and no later than within eight days from the date of receipt of the complaint.

The seller's response to the consumer's complaint contains a decision on whether to accept the complaint, a statement on the consumer's request and a specific proposal and deadline for resolving the complaint. The deadline for action cannot be longer than 15 days from the day of submitting the complaint.

Article 17

The authorized person of the seller decides on the complaint.

The authorized person of the seller examines the complaint, inspects the goods that are the subject of the complaint and gives a response to the complaint.

When the authorized person of the seller determines that the complaint was filed within the deadline and that it is justified, he accepts the complaint, declares himself on the consumer's request and gives him a specific proposal and deadline for resolving the complaint.

When the resolution of the complaint was not possible immediately, the authorized person of the seller notifies the consumer by submitting a written response to the complaint and oral notification of the response.

Article 18

If the authorized person of the seller cannot determine the justification of the complaint and act upon it, he shall forward the complaint without delay to the Complaints Commission, which consists of three members appointed by the director of the seller.

The authorized person submits to the Complaints Commission: bill or other proof of purchase in accordance with Article 12 of this Rulebook, complaint sheet and goods that are the subject of the complaint, as well as other appropriate documentation necessary to resolve the complaint.

The Complaints Commission examines the complaint, examines the goods that are the subject of the complaint and gives a response to the complaint.

For the purpose of making a decision on the complaint, the Complaints Commission obtains an expert finding and opinion on the goods that are the subject of the complaint from an accredited body with which the Seller has the contract, except when due to particularly justified circumstances obtaining an expert finding and opinion is not necessary or feasible.

When the Complaints Commission determines that the complaint has been filed within the deadline and that it is justified, it accepts the complaint, declares the consumer's request to resolve the complaint and informs him by submitting a written response to the complaint.

Article 19

In case of acceptance of the complaint, and in accordance with the conditions prescribed by the Law, the seller, ie the Complaints Commission will act as follows:

if the consumer decides to replace the defective goods with new correct goods, or similar goods, the new goods are delivered to the consumer in the same way as the complained goods were delivered to him;

if the consumer opted for a reduction, ie correction of the price of the goods, the difference in price will be returned to him;

if the consumer decides to terminate the contract and refund the amount paid for the goods, the paid amount will be returned to him with the consumer's obligation to return the goods or the seller has the right to keep the goods.

Article 20

When the authorized person of the Seller, ie the Complaints Commission determines that the deadline for the complaint has expired or that the complaint is not justified, they informs the consumer by submitting a written response to the complaint which clearly states the reasons for not accepting the complaint.

The goods that were the subject of the complaint are also delivered to the consumer.

The authorized person of the seller, ie the Complaints Commission, is authorized not to accept the consumer's complaint when they determine that the defect in the goods was caused by the consumer, including the defect due to non-compliance with the requirements of the declaration or instructions for use and maintenance.

The seller will deliver the goods by registered post to the consumer's address specified in the complaint. If the consumer refuses to accept the goods, the seller is no longer obliged to try delivery.

Fulfillment of requests and extension of deadline

Article 21

The seller acts in accordance with the decision, proposal and deadline for resolving the complaint, if he has obtained the prior consent of the consumer.

If the seller for objective reasons is not able to satisfy the consumer's request within the agreed time, he is obliged to inform the consumer about the extension of the deadline for resolving the complaint and state the deadline within which he will resolve it, as well as to obtain his consent, which is recorded in the records of received complaints.

Extension of the deadline for resolving complaints is possible only once.

Complaint costs

Article 22

The costs incurred on the basis of the complaint are borne by the seller.

Submission of resolved complaints to the competent service

Article 23

Resolved complaints are submitted with appropriate debits and other related documentation to the department in charge of bookkeeping and accounting.

Publication and submission of this rulebook

Article 24

This Rulebook, as well as its amendments, are published on the seller's website.

Article 25

This Rulebook shall enter into force on the eighth day from the day of its adoption and shall apply to all complaints of consumers who purchase goods on the seller's website starting from October 5, 2021.

For Seller:

Director Miroslav Dukic