**Return policy**

Luxury Eyewear SK, s.r.o., registered office: Pri Suchom mlyne 3900/31, 811 04

Bratislava - Staré mesto

Store: Pribinova 8, 811 09 Bratislava - Staré mesto

Phone contact:........................

Email:.............................

**Introductory provisions.**

1. The Operator (Seller) of the Internet shop and the store DUOS is the company Luxury Eyewear SK, s.r.o., with the registered office at Pri Suchom Mlyne 3900/31, 811 04 Bratislava - Staré mesto, ID: 50 322 729, registered at the District Court Bratislava I, in section: Sro, Insert No. 111454 / B.

2. The Buyer (Customer) of the DUOS Internet shop and store is any natural or legal person, who sends the electronic form to order product (s).

3. This Return policy regulates the legal relations between the Operator and the Customer, in dealing with complaints concerning the accuracy and quality of goods and services provided by the Operator.

4. A Claim (complaint/ return), for the purposes of this Return policy, means the Customer's right to hold the Operator liable for defects of goods or services provided by the Operator requiring a remedy or compensation for defective performance or non-fulfillment of the subject matter of the contract.

How to handle complaints.

1. Warranty periods begin to run from the Buyer's takeover of the ordered goods. The Seller does not provide any additional guarantee, higher than that provided by the law.

2. Should the Claim concern a defect that can be removed, the Buyer has the right to have the defect removed free of charge, in a timely and proper manner. The Seller is required to remove the defect without undue delay.

3. Instead of removing the defect, the Buyer may request a replacement of the item or if the defect only concerns part of the item, a replacement of the component, if it does not cause excessive costs in relation to the price of the goods or the seriousness of the defect to the Seller.

4. The Seller may always replace the defective item instead of removing the defect, if it does not cause serious difficulties to the Buyer.

5. In the case that the defect cannot be removed and it prevents the proper use of the item, as a non-defective item, the Buyer has the right to exchange the item or has the right to withdraw from the contract. The same rights apply to the Buyer, if there are removable defects, but the buyer cannot properly use the item after the repair of the defects or due to occurrence of more defects.

6. In the case of other non-removable defects, the Buyer is entitled to an appropriate discount on the price of the item. If the item sold at a lower price or as used item has a defect, for which the Seller is responsible, the Buyer has the right to a reasonable discount instead of the right to exchange the item.

7. Within the meaning of this Return Policy, the Beneficiary may file a complaint (claim) in person, in writing or by e-mail, within 24 months of the purchase of the Goods.

8. From the Claim must be clear, in particular:
• name of the Buyer (name, surname, permanent address),
• subject of the complaint or the buyer's claim,
• name of the Seller,
• date of the complaint,
• Buyer's signature

Deadlines

1. The time limit for handling complaints is no more than 30 days from the date of filling the complaint. The Seller shall issue a confirmation of Complaint resolution to the Buyer. If a complaint is claimed by means of distance communication, the Seller must deliver the confirmation of receipt to the Buyer immediately; if it is not possible to deliver the confirmation of receipt immediately, it must be delivered without undue delay, but at the latest with the confirmation of Complaint resolution; this confirmation must not be delivered, if the Buyer has the opportunity to prove the claim resolution in another way.

2. Date of filling the complaint is the date of claiming the Buyer's complaint. The date is considered to be:

• for postal delivery - the day of delivery of the complaint to the address of the seller's registered office,

• for personal delivery - the date on a copy of the complaint confirming the Seller's claim,

• for delivery by electronic mail - the day of delivery of the electronic mail message to the Seller's e-mail address.

3. Should the Buyer file the compliant, the Seller or his appointed employee or designated person is obliged to instruct the Buyer about his rights under the general regulations, based on the Buyer's decision as to which rights, he claims, he is obliged to determine the way the complaint is claimed, in complex cases no later than 3 working days from the date of the claim, in justified cases, especially if a complex technical assessment of the condition of the product or service is required, no later than 30 days after the date of filling the complaint. After determining how the complaint is handled, the complaint will be rectified immediately, and in justified cases the complaint may be recovered later; However, the claim may not take longer than 30 days from the date of filling the complaint. After the expiration of the deadline for handling the complaint, the buyer has the right to withdraw from the contract or has the right to exchange the item for a new item.

4. Should the Buyer file the compliant within the first 12 months of the purchase, the Seller may decide on the complaint rejection on the basis of expert judgment only; irrespective of the outcome of the expert judgment tests, it is not possible for the Buyer to require the cost of expert judgment tests or other costs related to the expert judgment procedure. The Seller is obliged to provide the buyer with a copy of the expert judgment test results, justifying the rejection of the complaint, no later than 14 days after the day of resolving the complaint.

5. Should the Buyer file the compliant later than 12 months after the purchase and the Seller has rejected it, the person, who resolved the claim, is obliged to indicate in the confirmation of the claim resolution, to whom can the Buyer send the product for expert judgment tests. If the product is sent for expert judgment tests to the intended person, the costs of expert judgment, as well as all other related costs incurred, are borne by the Seller irrespective of the outcome of the professional judgment procedure. If the Buyer, by expert judgment procedure, proves the Seller's liability for the defect, the Buyer may refile the complaint; the warranty period is extended for the duration of the expert judgment procedure. The Seller is obliged to pay to the Buyer within 14 days of the day of the filling all costs of the expert judgment procedure as well as all other expenses related to it. The refilled complaint cannot be denied.

6. The Buyer has the right to contact the Seller with a request for reassessment, if he is not satisfied with the Seller's handling or resolution of his claim or he suspects a violation of his rights.

Alternative dispute resolution

1 The consumer has the right to make a proposal to open an alternative dispute resolution (hereinafter referred to as the "proposal") to the ADR entity, if the seller has not replied to his request within 30 days of the filling date or rejected it.

2 The proposal is filled by the Buyer to the competent authority for alternative dispute resolution. The Alternative Dispute Resolution Body is the Office for the Regulation of Network Industries, the Office for Regulation of Electronic Communications and Postal Services and the Slovak Trade Inspection. Such a proposal may be submitted in paper form, electronic form or verbally, by means of minutes. The proposal should include the name and surname of the consumer, his address, electronic contact, telephone contact, exact indication (name) of the Seller, full and clear description of the decisive facts, the indication of what the consumer is seeking, the date when the consumer contacted the seller with the complaint, including documents relating to the dispute.

3 An alternative dispute resolution shall begin on the day of delivery of the full proposal to an ADR authority, the body shall notify both parties of the opening of an alternative dispute resolution. Parties of the dispute are required to cooperate with the ADR entity. A more detailed approach to the alternative dispute resolution is provided by Act no. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment of other laws.

**Conclusion**

Other legal relationships between the Seller and the Buyer not explicitly regulated by this Return Policy are governed by the relevant provisions of the generally binding legal regulations in force in the territory of the Slovak Republic.

**INFORMATION ON APPLICATION OF THE CONSUMER'S RIGHT TO WITHDRAW FROM THE CONTRACT**

**1. Right to withdraw from the contract**

You have the right to withdraw from this contract without giving any reason within 14 days.

The withdrawal period expires 14 days after the date, on which you or the designated third party, with the exception of the carrier, takes over the goods.

When exercising your right of withdrawal, please let us know of your decision to withdraw from this contract by a unique statement (for example by mail, fax or e-mail) at Pribinova 8, 811 09 Bratislava - Staré Mesto or email: .................. For this purpose, you can use the sample withdrawal form that we have given or sent to you. If you are interested, you can fill out and send a sample withdrawal form or any other unambiguous contract notice also electronically via our website www.duos.sk. If you make use of this option, we will immediately acknowledge receipt of your withdrawal via a durable medium (for example, by e-mail). "

The withdrawal period is retained if you send a notice of the right of withdrawal before the expiry of the withdrawal period.

**2. Consequences of withdrawing from the contract**

When withdrawing from the contract, we shall refund all payments you have made in connection with the conclusion of the contract, in particular the purchase price including the cost of delivery. This does not apply to additional costs, if you have chosen a different kind of delivery, any other than the cheapest common delivery method, we offer. Payments will be refunded to you without undue delay, no later than 14 days after we receive your notice of withdrawal from this contract. The refund payment will be made in the same way you used for your payment, if you explicitly did not agree with any other payment method, without charge of any additional charges.

We shall bear the cost of refund payment of the goods.

 You are liable for any reduction in the value of the goods as a consequence of treatment in any other way, than what is necessary to ascertain the nature, characteristics and functionality of the goods.

The refund payment for purchased goods shall be paid to you only upon delivery of the returned goods back to our address or upon presentation of the document proving the return of the goods back, whichever comes first

**SAMPLE FORM FOR THE CONTRACT WITHDRAWAL**

(Fill in and send this form only if you wish to withdraw from the contract)

To: Luxury Eyewear SK, sro, registered office: Pri Suchom Mlyne 3900/31, 811 04 Bratislava – Stare Mesto, Store: Pribinova 8, 811 09 Bratislava – Stare Mesto

I/ We\* hereby notify the Seller that I/ We\* wish to withdraw from the contract for these goods / from the contract for provision of this service \*:

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Date of order / date of receipt \*

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Name and surname of consumer / consumers \*

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Address of consumer / consumers \*

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Signature of consumer / consumers \* (only if this form is filed in paper form)

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Date: .......................................

\* Cross out as appropriate.