

How to submit a complaint

What to do in case the purchased product or a service does not meet the conditions of the contract?

An agreement between the buyer and the trader is always a result of purchasing a product or a service. Even though conditions of the contract must always be negotiated before making a purchase, one has to keep in mind that some conditions of the contract are still a direct result of different legislations. A contract, which is made considering both mentioned conditions must assure consumers' satisfaction with his/her purchase.

However sometimes you may find yourself in a situation, when your purchased product or a service is defected and does not meet your expectations. In case you think that this is a breach of the contract, you have to protect your rights. What should you know as a consumer, how should you react or what to do when this happens?

You should remember that your rights as a consumer are guaranteed with legislations, first of all with a Consumer Protection Act and with a Law of Obligation Act.

Main purpose of this booklet is to introduce the rights of a consumer in case the purchase you have made does not meet the conditions of the contract.

Submission of a complaint

In case you have purchased or ordered a product or a service and later discovered a defect, even though the maintenance has been correct you should immediately contact the trader in order to find a solution to this problem.

In order to simplify the solution of an arisen problem you should keep all documents certifying the performance of a purchase (receipt, contract etc). Without these documents the trader has no obligation to grant your complaint.

A consumer may submit a complaint that has arisen from the breach of the contract **within two years**. The trader must order the expert assessment within six months after making the purchase. Expenses, relating to the expert assessment of goods or services, must be paid by the trader during the **first six months, after that period of time (remaining 6 months)**, all expenses must be paid by the consumer. A consumer or his or her representative may submit the complaint to the trader not later than **two months**, in case he or she has already discovered a defect on a purchased service.

After discovering a defect on a purchased item, you should gather all documents certifying the performance of a purchase and then contact the trader. You should explain the arisen problem to the trader and suggest a solution you find suitable. The trader will either meet your demands or he or she will find that a claim from you is unfounded because of a misuse of a purchased item in such case the trader must prove his claim with an expert assessment.

In case of defected goods, the consumer has the right to:

- demand for the repairs or for the replacement of the defected product
- demand for lowering of the price on a purchased item or for canceling the contract in case of a:
 1. trader is not able to repair or replace the purchased product;
 2. repairing of the product is unsuccessful;
 3. trader has not eliminated the defect within a reasonable time.

Principal of reasonability

Reasonable it means whatever do persons, who act under the similar conditions and in good faith, usually consider reasonable;

When evaluating the reasonability one should consider the nature of the financial obligations, purpose of the contract and general practice of such actions, etc.

Expenses, relating to the elimination of the defect (postage, transportation, labor), must be paid by the trader. By staying polite and reasonable towards the trader, you have much bigger chances of finding a suitable solution to your problem.

In case of defected service the consumer has the right to demand for:

- lowering the price;
- repairs without any cost to the consumer himself;
- replacement of the purchase with an identical product or a service.

The consumer has the right to recede from an agreement and demand for a refund in case of a substantial breach of the contract.

What is considered a substantial defect?

- when repairing the product or the services is not possible or it is unsuccessful;
- when contractor unjustifiably refuses to do the necessary repairs;
- when contractor fails on delivering the substitute product or service within a reasonable time;
- when on repairing the product or on substituting the product with an identical one, there has been caused some unjustified discomfort to the consumer.

In mentioned cases the consumer does not have to name a new deadline for the contractor he or she has the right to recede from an agreement.

Where should you submit the complaint?

When a problem occurs you must immediately contact the trader. If the trader does not react to the spoken complaint, you should submit it in writing along with the copy of the document certifying the performance of a purchase.

Submitted complaint should include:

1. your name and contact data;

2. the exact date of submitting your complaint;
3. description of the defect on the product or on the service;
4. suitable suggestion to your problem.

Trader is obligated to accept your complaint and give you an answer within reasonable time, usually not later than two weeks. You have a right to ask for a written proof, that they have accepted your complaint. If the trader refuses to respond to your complaint or gives you an unacceptable answer, you can contact the officers of the Consumer Protection Board.

NB: You should not submit the complaint in case:

- you have used the product (for example shoes) every day and as a result it is just worn-out;
- the product has been misused;
- the product has been mistreated and as a result it is damaged (burned, cut, ruptured, chemically damaged).

If you should have any additional questions or problems you can always contact The Consumer Protection Board.

You can submit a written complaint to the consumer complaint committee (hereinafter committee) through the Consumer Protection Board if a trader has refused to settle a complaint made by you or you do not consent to the solution proposed by the trader.

The consumer complaints committee is an independent institution, which settles disputes between consumers and traders. Committee functions as the ADR (Alternative Dispute Resolution). The committee is competent to settle disputes arising from contracts between consumers and traders if the parties have not been able to settle the disputes by agreement and if the value of the disputed goods or services is at least 300 kroons.

Suing should be the last resort in protecting your rights even though there are some problems that can be solved only in court (moral injury for example).

All rights that have been mentioned in this booklet apply also for goods that have been purchased by mail outlets or were on sale, except on an occasion when the products are on sale because of a defect (in such cases there must be very clear note, informing the consumers of this defect) and except on second hand products.