

INFINIT SEN COMPLAINTS PROCEDURE

This Complaints Procedure document is issued by **Svět wellness s.r.o.**, Commercial ID No.: 243 16 423, with its registered office at Malostranská 344, 251 66 Senohraby, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 196068 (hereinafter referred to as "**Infini**t" or "**Company**"), for the purpose of specifying:

- the conditions of liability for defects in goods and services provided by the Company on the basis of a purchase contract or service contract, in particular massage services, sauna services, the sale of small items and refreshments, private zone and swimming pool services, etc., and
- a uniform, fast and correct procedure for handling complaints.

This Complaints Procedure apply exclusively to cases where the person exercising their rights arising from defects in services provided by Infini

t (hereinafter referred to as "**Customer**") is not a legal entity or a person who, when concluding a contract for the provision of services, acted within the scope of their business activities or within the scope of their independent professional practice.

Article 1 **General Provisions**

The relationship between Infini

t and the Customer is governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**NOZ**") and Act No. 634/1992 Coll., on Consumer Protection, as amended.

Article 2 **Liability for Defects**

If a service or goods were provided in breach of the service agreement or purchase agreement, or if the service or goods were not provided at all, this generally constitutes defective performance and the Customer is entitled to rights arising from defective performance, which the Customer is entitled to exercise against Infini

t (hereinafter referred to as "**Complaint**").

Article 3 **Complaints** **(reporting defects)**

- (1) The Customer shall assert their claim for liability for defects in the form of a Complaint.
- (2) The Complaint about services must be made to Infinit without undue delay after the service was provided or should have been provided. It may be complained about the goods within the statutory warranty period.

- (3) Infnit is obliged to accept the Complaint at the place of business where it is possible to accept complaints with regard to the range of services and goods provided.
- (4) The Complaint shall be made by reporting the defect (describing the manifestation of the defect) and asserting a claim (request) arising from liability for this defect.
- (5) The Company is obliged to issue written confirmation of when the Customer exercised their right, the content of the Complaint and the method of handling the Complaint requested by the Customer. Furthermore, the Company is obliged to provide the Customer with confirmation of the date and method of handling the Complaint, or a written justification for rejecting the Complaint.
- (6) The Company or its authorized representative shall decide on the Complaint immediately, or within 3 working days in complex cases. This period does not include the time reasonably required for expert assessment of the defect, depending on the type of service. The Complaint, including the removal of defects, must be dealt with without undue delay, no later than 30 days from the date of filing the Complaint, unless the Company and the Customer have agreed on a longer period.

Article 4

Claims Arising from Liability for Defects

- (1) If the defective performance constitutes a material breach of contract, the Customer has the right:
 - a) to have the defect removed,
 - b) a reasonable discount on the price
 - c) to withdraw from the contract.
- (2) The Customer is obliged to inform Infnit of their choice of remedy when reporting the defect or without undue delay after reporting the defect. The Customer may not change their choice without the consent of Infnit; this does not apply if the Customer requested the removal of a defect that proves to be irreparable. If Infnit does not remedy the defects within a reasonable period of time or informs the Customer that Infnit will not remedy the defects, the Customer is entitled to demand a reasonable discount on the price of the service or goods instead of remedying the defect, or may withdraw from the contract.
- (3) If the Customer does not exercise their right in time, the Customer has the same rights as in the case of a minor breach of contract (see paragraph 4 of this article).
- (4) If the defective performance constitutes a minor breach of contract, the Customer has the right to have the defect removed or to receive a reasonable discount on the price of the service or purchased goods. If the Company fails to remedy the defect in the service or goods in a timely manner or refuses to remedy the defect in the service or goods, the Customer may request a discount on the price of the service or goods, or may withdraw from the contract. The Customer may not change their choice without the Company's consent.

- (5) Until the defect is remedied, the Customer is not obliged to pay part of the price of the service in an amount reasonably corresponding to their right to a discount.
- (6) If the Customer fails to report the defect in a timely manner (Article 3 of this Complaints Procedure), the Customer shall lose the right to withdraw from the contract.
- (7) The assertion of a claim for liability for defects does not exclude the right to compensation for damages incurred.

Article 5
Final provisions

- (1) Any disputes arising from or in connection with the service contract shall be resolved by the competent court of the Czech Republic according to the Company's registered office.
- (2) Česká obchodní inspekce [*Czech Trade Inspection Authority*], with its registered office at Štěpánská 567/15, 120 00 Prague 2, Commercial ID No.: 00020869, website: www.coi.cz, is responsible for the out-of-court settlement of consumer disputes arising from the service provision agreement.
- (3) This Complaints Procedure shall take effect on 1st January 2022.