

TALLGUYS[®]

COMPLAINTS PROCEDURE

1. Introductory provisions

- 1.1. This Complaints Procedure governs the exercise of rights arising from defective performance (complaints) concerning goods purchased in the online store www.tallguys.cz, operated by **Tallguys s.r.o.**, Company ID 142 06 421, VAT ID CZ14206421, registered office Sívce 172, 664 07 Sívce, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File No. 127145 (the “**Seller**”).
- 1.2. This Complaints Procedure has been prepared in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (the “**Civil Code**”), and Act No. 634/1992 Coll., on Consumer Protection, as amended. It forms an integral part of the Seller’s Terms & Conditions.
- 1.3. The buyer means a consumer, i.e. any natural person who concludes a contract with the Seller outside the scope of their business activity or independent profession (the “**Buyer**”). The rights of a buyer purchasing in the course of their business are governed in particular by Sections 2099 to 2117 of the Civil Code; Article 8 of this Complaints Procedure is not affected.

2. Contact details for complaints

- 2.1. A complaint can be made by e-mail at info@tallguys.cz, via the online form at www.tallguys.cz/en/exchange-return-complaints/ or in person at the Seller’s store.
- 2.2. Address for sending goods under complaint and store address: **Tallguys s.r.o., Třída Tomáše Bati 640, 760 01 Zlín, Czech Republic**, phone +420 739 388 725 (Mon–Fri 8:00–16:00 CET).

3. Seller’s liability for defects

- 3.1. The Seller is liable to the Buyer for the goods being free from defects upon receipt. In particular, the Seller is liable for the goods:
 - corresponding to the agreed description, type and quantity, as well as quality, functionality and other agreed characteristics;
 - being fit for the purpose for which the Buyer requires them and to which the Seller has agreed;
 - being fit for the purposes for which goods of the same type are normally used;
 - corresponding in quantity, quality and other characteristics, including durability, to the usual characteristics of goods of the same type that the Buyer can reasonably expect, also with regard to public statements made by the Seller or the manufacturer, in particular in advertising or labelling;
 - being supplied with the accessories and instructions for use (e.g. washing and care instructions) that the Buyer can reasonably expect;
 - corresponding in quality or workmanship to the sample or model provided by the Seller before the conclusion of the contract.
- 3.2. The Buyer is entitled to exercise rights in respect of a defect that appears in the goods within **24 months of receipt**.
- 3.3. If a defect becomes apparent within **one year of receipt**, the goods are deemed to have been defective upon receipt, unless the nature of the goods or the defect precludes this.
- 3.4. The Seller is not liable for defects that:

- result from wear and tear caused by normal use of the goods;
- result from improper use, inappropriate care or washing contrary to the instructions on the label, mechanical damage or other interference by the Buyer or a third party;
- in the case of goods sold at a lower price, correspond to the defect for which the lower price was agreed;
- were known to the Buyer before receiving the goods or were caused by the Buyer.

4. Buyer's rights in case of defective performance

- 4.1. If the goods are defective, the Buyer may request that the defect be remedied, at the Buyer's choice, by **delivery of new goods without defects** (e.g. replacement with another piece) or by **repair**, unless the chosen method is impossible or disproportionately costly compared to the other. The Seller may refuse to remedy the defect if this is impossible or disproportionately costly.
- 4.2. The Buyer is entitled to a **reasonable price reduction** or may **withdraw from the contract** if:
 - the Seller has refused to remedy the defect or has not remedied it in accordance with the law;
 - the defect reoccurs;
 - the defect constitutes a material breach of the contract; or
 - it is evident from the Seller's statement or the circumstances that the defect will not be remedied within a reasonable time or without considerable inconvenience to the Buyer.
- 4.3. If the defect is insignificant, the Buyer may not withdraw from the contract.
- 4.4. When the defect is remedied by delivering new goods, the Seller takes back the original goods at its own expense.

5. Procedure for making a complaint

- 5.1. The Buyer notifies the Seller of the defect without undue delay after discovering it, in one of the ways set out in Article 2. The complaint should state the order number, a description of the defect and the requested method of handling the complaint.
- 5.2. The Buyer sends the goods under complaint clean and properly packed to the address set out in Article 2 or hands them over in person at the store. The Seller does not accept parcels sent cash on delivery or to a pick-up point.
- 5.3. The Buyer is entitled to reimbursement of reasonably incurred costs associated with a justified complaint, in particular the postage for sending the goods to the Seller.
- 5.4. When the complaint is made, the Seller issues the Buyer with a written confirmation (usually by e-mail) stating:
 - the date on which the Buyer made the complaint;
 - the subject of the complaint;
 - the method of handling the complaint requested by the Buyer;
 - the Buyer's contact details for providing information on the outcome of the complaint.

6. Handling of complaints

- 6.1. The Seller handles the complaint and remedies the defect **within 30 days** of the date the complaint was made at the latest, unless a longer period is agreed with the Buyer. If this period expires without result, the Buyer may withdraw from the contract or request a reasonable price reduction.
- 6.2. The Seller informs the Buyer of the outcome of the complaint by e-mail and issues a confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint.

- 6.3. If the complaint is settled by refunding the purchase price or granting a price reduction, the Seller returns the money without undue delay using the same payment method by which it was received, unless agreed otherwise with the Buyer.
- 6.4. The Seller sends the repaired or new goods to the Buyer at its own expense.

7. Out-of-court dispute resolution

- 7.1. The Seller handles complaints via the e-mail address info@tallguys.cz.
- 7.2. The body competent for out-of-court resolution of consumer disputes is the **Czech Trade Inspection Authority** (Česká obchodní inspekce), Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, Czech Republic, website: adr.coi.cz.

8. Final provisions

- 8.1. A Buyer who is an entrepreneur must notify the Seller of a defect without undue delay after they could have discovered it by a timely inspection and with sufficient care.
- 8.2. This Complaints Procedure is available at www.tallguys.cz/en/exchange-return-complaints/. The Seller is entitled to amend it; a complaint is governed by the version in effect on the date the purchase contract was concluded. In case of any discrepancy between language versions, the Czech version prevails.

This Complaints Procedure takes effect on 10 October 2026.