

COMPLAINT PROCEDURE

for Pizza Hut Establishments – Restaurants

AmRest SK s.r.o., Pajštúnka 3, 851 02 Bratislava.
registration number: 516 76 524

incorporated by entry in the Commercial Register kept by Bratislava I District Court, Section: Sro,
File: 127800/B
(hereinafter referred to as the “Seller”)

I. General provisions

1. The Seller shall be liable for defects in goods upon receipt thereof by the Purchaser. Where goods are sold at a reduced price, the Seller shall not be liable for the defect as a result of which the price reduction has been agreed. With used goods, the Seller shall not be liable for defects that have been occasioned by the use or wear thereof.
2. If the goods are not perishable, the Seller shall be liable for defects occurring in the guarantee period after the receipt thereof by the Purchaser (a guarantee).
3. The guarantee period shall be 24 months, commencing on the receipt of the goods by the Purchaser. Where a use-by date is marked on the goods being sold, on the packaging thereof, or in the instructions for the use of the goods, the guarantee period shall not expire before that date.
4. Goods constituting food shall retain their quality and safety until the indicated use-by date or until the date of minimum durability.
5. A change in the properties of goods during the guarantee period resulting from wear, misuse, inadequate or inappropriate treatment, natural changes in the materials from which the goods are made, any damage to the goods by the Purchaser or a third party, or other undue interference, shall not be regarded as a defect in the goods.
6. At the Purchaser's request, the Seller shall provide a guarantee in writing (a guarantee certificate). However, where the nature of the goods permits, proof of purchase (a cash register receipt) shall suffice instead of a guarantee certificate.
7. By means of a statement made in the guarantee certificate issued to the Purchaser or in an advertisement, the Seller may provide a guarantee exceeding the scope of a statutory guarantee. In the guarantee certificate, the Seller shall laid down the conditions and scope of the guarantee.
8. Ownership of purchased goods shall pass to the Purchaser upon receipt of the goods. With self-service sales, ownership of the purchased goods shall pass to the Purchaser upon payment of the price for the goods selected. Until then, the Purchaser may return selected goods to their original place. Where Purchasers damage or destroy selected goods prior to the transfer of ownership, and this is their fault, they shall be liable for damage in accordance with general provisions on liability for damage. The risk of accidental spoilage or destruction of the goods, or damage thereto, shall pass to the Purchaser upon acquisition of ownership.

II. Exercise of rights deriving from liability for defects

1. Any rights deriving from liability for defects may be exercised with the Seller at any of the Seller's establishments in the Slovak Republic denoted as a Pizza Hut restaurant or with the Seller's designated representative. Notwithstanding the above, if the guarantee certificate for the goods that are subject to a complaint specifies that another enterprise is designated for repairs, and that enterprise is at the same place as the Seller or in a place closer for the Purchaser, the Purchaser shall exercise the right to repair with the enterprise designated for repairs under guarantee. The enterprise designated for repairs shall carry out a repair within the time limit agreed to upon sale of the item between the Seller and the Purchaser.
2. A complaint shall be made without undue delay after the defect has been discovered. Purchasers who discover a defect in goods they have purchased shall stop using such goods immediately. Any continued use of defective goods may exacerbate the defect or render the goods worthless; the Seller shall take this into account when processing the complaint. The Purchaser's rights deriving

- from the Seller's liability for defects in perishable goods shall lapse unless exercised by the Purchaser with the Seller no later than the day following the purchase of the goods.
3. When making a complaint, the Purchaser shall submit proof of purchase (a cash register receipt) or a guarantee certificate, if issued, or shall prove purchase of the goods by other credible means, otherwise the Seller shall not be under any obligation to accept the complaint.
 4. The goods which are subject to the complaint must not be mechanically damaged, must be clean and, where possible, must be packaged in the original packaging. The Seller shall be under no obligation to accept a complaint if goods are unclean or otherwise soiled and are inconsistent with health standards.
 5. When a complaint is made, the Seller shall advise Purchasers of their rights (Article III of the Complaint Procedure). In response to the Purchaser's specification of the right being exercised, the Seller shall determine the way in which the complaint is to be handled. In this respect, the handling of the complaint means the completion of complaint proceedings with the handover of repaired goods, the exchange of defective goods, the refund of the purchase price for defective goods, reimbursement consistent with a reasonable discount on the price of the defective goods, the delivery of a written demand to take receipt of performance, or the justified rejection of the complaint. The handling of a complaint shall not last longer than 30 days from the date on which the complaint is made. Upon expiry of the time limit for handling the complaint, the Purchaser shall be entitled to withdraw from the contract or to have defective goods exchanged for new ones.
 6. If the Purchaser makes a complaint amount goods in the first 12 months from the purchase thereof, the Seller may reject the complaint only on the basis of a professional assessment. Notwithstanding the outcome of a professional assessment, the Purchaser cannot be required to cover the cost of the professional assessment or any other costs associated with that assessment. The Seller shall provide the Purchaser with a copy of the professional assessment justifying the rejection of the complaint within 14 days of the date on which the handling of the complaint has been completed. This is without prejudice to the Seller's obligation to issue the Purchaser with written documentation on the handling of the complaint in good time.
 7. If the Purchaser makes a complaint more than 12 months after the purchase and the Seller rejects that complaint, the person handling the complaint shall indicate, in the documentation on the handling of the complaint, to whom the Purchaser may send the goods which are the subject of the complaint for a professional assessment. Where the goods are sent to the designated person for a professional assessment, the costs of the professional assessment and all attendant costs that have been efficiently incurred shall be borne by the Seller, irrespective of the outcome of the professional assessment. Where, by way of a professional assessment, the Purchaser proves that the Seller is liable for a defect, the Purchaser may make the complaint again; the guarantee period is suspended while a professional assessment is being carried out. The Seller shall reimburse all costs incurred in relation to the professional assessment, together with all attendant costs that have been efficiently incurred, to the Purchaser within 14 days of the date on which the complaint has been remade. A remade complaint cannot be rejected.
 8. When a complaint is made, the Seller shall issue the Purchaser with confirmation. Where a complaint is made by means of distance communication, the Seller shall deliver confirmation of the complaint to the Client immediately. If confirmation cannot be delivered immediately, it shall be delivered without undue delay, such being together with the documentation on the handling of the complaint at the latest. Confirmation of a complaint need not be delivered if the Purchaser is able to prove by other means that the complaint has been made.
 9. The Seller shall issue written documentation on the handling of the complaint within 30 days of the date on which the complaint is made.
 10. The period from the exercise of a right deriving from liability for defects until the date on which, on completion of the repair, the Purchaser is required to take receipt of the goods shall not be included in the guarantee period. The Seller shall issue the Purchaser with confirmation of when the complaint was made and of the performance of any repair and the duration thereof.

III. Purchaser's rights

1. If a defect in goods can be fixed, the Purchaser shall be entitled to have it fixed without charge and in a timely and due manner. The Seller shall fix the defect without undue delay.
2. Instead of having the defect fixed, the Purchaser may demand the replacement of the goods or, if the defect concerns only part of the goods, the replacement of that part, provided that the Seller does not thereby incur unreasonable expense given the price of the goods or the seriousness of the defect.
3. The Seller may, instead of fixing a defect, replace the defective goods for goods which are free of defects, provided that this will not cause the Purchaser serious difficulty.
4. If a defect cannot be fixed and prevents the goods from being duly used within the same scope as goods that are free of defects, the Purchaser shall be entitled to the replacement of the goods or shall be entitled to withdraw from the contract. The same rights shall pertain to a Purchaser even in cases where defects can be fixed, but the Purchaser is unable to enjoy proper use of the goods due to the repeated occurrence of the defect after repair or on account of a larger number of defects in the goods.
5. In cases of other defects which cannot be fixed, the Purchaser shall be entitled to a reasonable reduction in the price of the goods.
6. If goods are being sold at a price reduction or if used goods have a defect for which the Seller is liable, instead of the replacement of the goods the Purchaser shall be entitled to a reasonable price reduction.

IV. Alternative dispute resolution

1. A Purchaser who is unsatisfied with the way in which the Seller has handled the Purchaser's complaint or who believes that the Seller has infringed the Purchaser's rights may contact the Seller with a request to remedy the situation. If the Seller denies a request to remedy the situation or fails to respond to that request within 30 days of dispatch thereof, the Purchaser shall be entitled to apply for the initiation of alternative dispute resolution in accordance with Section 12 of Act No 391/2015 on alternative dispute resolution for consumer disputes. As at the date of issuance of this Complaint Procedure, the entities competent for the alternative resolution of consumer disputes with the Seller are the Slovak Trade Inspectorate (*Slovenská obchodná inšpekcia*), Prievozská 32, 827 99 Bratislava 27, registration number: 17 331 927, <http://www.soi.sk>, the Poprad Consumer Protection Society (*Spoločnosť ochrany spotrebiteľov (S.O.S.) Poprad*), Bajkalská 2335/3, 058 01 Poprad, registration number: 42 088 453, <http://www.sospotrebitelev.sk/>, and the OMBUDSPOT® consumer rights protection association, Šrobárova 2676/30, 058 01 Poprad, registration number: 37 872 117. The competent authorised legal persons are entered in the register of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic, which is available online at <http://www.mhsr.sk>. The Purchaser may choose which of the said alternative consumer dispute resolution entities to contact. A Purchaser who is a consumer permanently or habitually resident in a Member State of the European Union other than the Slovak Republic as at the date on which the contract is concluded may contact the European Consumer Centre (the website of the European Consumer Centre in the Slovak Republic can be found at <http://www.esc-sr.sk>).

V. Final provisions

1. This Complaint Procedure is published at www.pizzahutsk.sk and is also available for perusal at any Pizza Hut establishment – restaurant in Slovakia.
2. The Seller shall be entitled to amend this Complaint Procedure at any time, in which respect any amendment shall take effect on the date of publication thereof.
3. This Complaint Procedure shall apply to claims made in respect of defects in goods by a Purchaser who is defined as a consumer.
4. This Complaint Procedure shall take effect on 1 September 2018.

Managing Director
AmRest SK s.r.o.

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