COMPLAINTS PROCEDURE

1. This Complaints Procedure (hereinafter referred to as the **"CP"**) has been drafted in accordance with Act No. 40/1964 Coll. the Civil Code, as amended (hereinafter referred to as the **"CC"**), Act No. 108/2024 Coll. on Consumer Protection (hereinafter referred to as the **"Consumer Protection Act"**), and Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes, as amended (hereinafter referred to as the **"Dispute Resolution Act"**), as well as **Regulation (EU) 2016/679** of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the **"GDPR Regulation"**).

2. Complaints from clients who are **legal entities** and do not hold the status of a consumer shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the **'Commercial Code'**).

3. Terms capitalized herein shall have the meanings ascribed to them in this CP, the Company's **General Terms and Conditions (GTC)**, or directly in the **Contract**, and shall include both the singular and the plural forms.

4. The Complaints Procedure is a Hotel document that governs the terms and conditions for claiming **Services provided by the Hotel**; it is located at the Hotel reception and on the Hotel website www.bojvin.sk and becomes **binding for the Hotel Client** at the moment of check-in at the Hotel.

5. **Hotel** shall mean the accommodation facility designated as **Bojnický Vínny Dom**, located at Hurbanovo námestie 57/60, 972 01 Bojnice; tel. contact: reception: +421 918 466 332, reception@bojvin.sk. Its owner and operator is the company **Xfusion, s. r. o.**, Hurbanovo námestie 57/60, 972 01 Bojnice, Slovak Republic; ID No. (IČO): 36341568; Tax ID (DIČ): 2021927413; VAT ID (IČ DPH): SK2021927413; registered in the **Trade Register of the District Office Prievidza**, Trade Register Number: 340-20237; registered in the **Commercial Register of the District Court Trenčín**, Section: Sro, Insert No.: 15332/R (hereinafter referred to as the **'Company'**)

6. **Client** shall mean any natural person who enters into a service agreement with the Hotel or submits a binding Reservation to the Hotel, or on whose behalf a service agreement is concluded by an Organizer, or on whose behalf an Organizer submits a binding Reservation to the Hotel (hereinafter referred to as the **'Client'** or **'Buyer'**).

7. The **Contracting Parties** are the Hotel and the Client (hereinafter referred to as the **'Contracting Parties'**)

8. For the avoidance of any doubt, the term..

a) **Product** shall mean a good or a service that is not for sale in a limited volume or a designated quantity, heat, rights, and obligations;
b) **Service** shall mean any services provided by the Hotel, in particular, **accommodation, catering, congress, and wellness services**;
c) **Item** shall mean any tangible movable thing;

9. By taking over and/or accepting a product from the Company and/or by submitting a binding reservation and/or by entering into a Contract with the Company, the Client agrees to this CP and confirms that they have been familiarized with its content. For the purposes of this CP, a **claim (complaint)** shall mean the **exercise of liability for product defects**.

10. The contractual relationship between the Hotel and the Client for the provision of a Service or Services may be concluded in the form of:

a) a) concluding a written **Service Agreement** (hereinafter referred to as the **'Contract'**) between the Hotel and the Client; or"
b) a **Reservation confirmation** issued by the Hotel, provided in writing or via e-mail.

Article I

Rights of the Client – Consumer

1. The Client – consumer has, in particular, the right to:
    - The protection of health, safety, and economic interests;
    - Information to the extent and under the conditions pursuant to the Consumer Protection Act and legally binding acts of the European Union;
    - Exercise rights arising from liability for product defects
    - Submit a petition to the consumer protection supervisory authority pursuant to Section 26 of the Consumer Protection Act, if the consumer believes that their rights or legally protected interests have been violated
    - Reasonable financial satisfaction from the person who violated the Client's consumer rights or obligations in the field of consumer protection, provided the Client successfully asserts the violation of rights or obligations in court; when determining the amount of reasonable financial satisfaction, the court shall primarily take into account the nature, severity, method, scope, consequences, duration, and circumstances of the violation of the consumer's right or the consumer protection obligation.
2. Pursuant to the above, the Client may seek protection of their rights against the violator in court. Every consumer has the right to contact an Alternative Dispute Resolution (ADR) entity for the purpose of protecting their consumer rights under the conditions of the Dispute Resolution Act; this shall be without prejudice to the right to seek remedy in court**.**
3. **Further conditions for Alternative Dispute Resolution, including the specific ADR entity in relation to the Provider, are also set forth in the GTC.**

Article II

Acquisition of Ownership Title and Passing of Risk

1. Ownership title to the sold item and the risk of accidental destruction, accidental deterioration, and loss of the item shall pass to the Client at the moment of delivery.

2. In the case of self-service sales, the Client acquires ownership title to the item only upon payment of the purchase price. Until that time, the Client may return the item to its original location. This shall not affect the Client's liability for damage to the item.

Article III
Liability for Defects

1. The sold item must comply with the agreed requirements pursuant to Paragraph 3 of this Article and the general requirements pursuant to Paragraph 4 of this Article.
2. The item does not have to comply with the general requirements if, at the time of concluding the Contract, the Company explicitly informed the Client that a certain characteristic of the item does not meet the general requirements, and the Client expressly and separately consented to such non-compliance.
3. The sold item complies with the agreed requirements if, in particular:
    a) it corresponds to the description, type, quantity, and quality defined in the Contract,
    b) it is fit for the specific purpose for which the Client informed the Company no later than at the time of concluding the Contract and to which the Company agreed
    c) it possesses the ability to perform its functions with regard to its purpose as defined in the Contract (hereinafter referred to as "functionality")
    d) it possesses other characteristics defined in the Contract.
    e) it is delivered with all accessories defined in the Contract,
4. The sold item complies with the general requirements if:
    a) it is fit for all purposes for which a thing of the same kind is commonly used, taking into account, in particular, legal regulations, technical standards, or codes of conduct applicable to the respective industry, provided that no specific technical standards have been developed;
    b) it corresponds to the description and quality of the sample or model made available by the Company to the Client prior to the conclusion of the Contract;
    c) it is delivered with the accessories, packaging, and instructions that the Client can reasonably expect.
5. Sold item is considered **defective** if it does not comply with the requirements under paragraphs 3 and 4 of this Article, or if its use is prevented or restricted by the **rights of a third party**, including **intellectual property rights**.
6. The Company shall be **liable for any defect** that the sold item has at the time of delivery and which manifests itself **within two years** of the delivery of the item. This provision also applies to a **replacement item** provided to the Client following a defect claim – through an exchange of the item. In the case of **food products**, the **expiry date** (minimum durability date) is indicated on the packaging.
7. In the case of **used items**, the Contracting Parties may agree on a **shorter period of liability** of the Company for defects than specified in the first sentence of the preceding paragraph; however, such period shall **not be shorter than one year** from the delivery of the item.

8. If the item has **defects of which the Company is aware**, it shall **notify the Client** of such defects before the **conclusion of the Contract**.
9. If a defect manifests itself within the period specified in paragraphs 6 and 7 of this Article, it shall be **presumed** that the defect existed at the time of delivery. This shall not apply if the contrary is proven, or if such a **presumption is incompatible** with the nature of the item or the defect.

10. As soon as the Client discovers a defect in the received item, they are **obliged to keep the item** for a **reasonable period** determined by the Company for the purpose of **examining the defect**.
11. The Company shall not be liable for defects if the Client caused the defect of the goods or service themselves, or if the Client was aware of the defect prior to acceptance or was expressly and clearly notified of such defect and a discount was provided accordingly. Furthermore, liability does not apply to defects arising during the warranty period due to normal wear and tear, improper or excessive use, or in cases where protective seals on the goods have been broken. The Company is also not liable for defects caused by an unauthorized person interfering with the goods or their components, or if the claim is made after the expiry of the warranty period or any other period during which the goods were to retain their specific properties. Finally, liability is excluded for defects caused by natural disasters, improper maintenance, incorrect servicing, the use of unauthorized accessories other than those prescribed by the manufacturer, or defects occurring after the expiration of the item's service life.

Article IV

Rights Arising from Liability for Defects – General Provisions

1. If the Company is liable for a defect in the sold item, the Client shall have the following rights against the Company
    a) the right to have the defect remedied by repair or replacement in accordance with Article VII of these Rules;
    b) the right to a reasonable discount on the purchase price in accordance with Article IX of these Rules, or
    c) the right to withdraw from the purchase contract in accordance with Article X of these Rules
2. The Client may **withhold payment** of the purchase price or a part thereof until the Company fulfills its obligations arising from the **liability for defects**, unless the Client is already **in default of payment** of the purchase price or a part thereof at the time the defect is claimed. The Client shall pay the purchase price **without undue delay** once the Company has fulfilled its obligations

3. The Client may exercise **rights arising from liability for defects**, including the right under paragraph 2 of this Article, only if they have **claimed the defect** within two months of its discovery, and no later than the expiry of the **two-year period** as specified in paragraphs 6 and 7 of Article III. The provisions of paragraph 6 of this Article shall apply accordingly
4. The exercise of rights arising from liability for defects does not exclude the Client's right to compensation for damages resulting from such defects.
5. The Client shall have the right to reimbursement from the Company for all reasonably incurred costs arising in connection with claiming a defect for which the Company is liable and exercising the rights arising from liability for such defect
6. The Client must exercise the right under the preceding sentence with the Company no later than two months from the delivery of the repaired or replacement item, the payment of the price discount, or the refund of the price following withdrawal from the Contract; otherwise, this right shall expire.

Article V
Rights Arising from Liability for Defects – Specific to the Nature of the Services Provided

1. In the area of **catering services**, if the correct quality, weight, temperature, measure, or price of food and/or beverages is not maintained, the Client has the **right to request a free, proper, and timely remedy** of the defect. In such cases, the Client must **claim the defects** before the first tasting of the food and beverages, or immediately after tasting them (meaning that **no more than ¼ of the portion** of food or beverage should be consumed), depending on the nature of the defect being claimed
2. In the area of accommodation services, the Client has the right to a free, proper, and timely remedy of deficiencies, which they shall report without delay to the responsible employee of the Company in accordance with Article VI, paragraph 1 of these Rules; specifically, the Client has the right to the replacement or addition of minor room amenities, provided this is in accordance with the category and class of the accommodation facility provided by Bojnický Vínny Dom

3. In the area of Wellness services, the Client has the right to a free, proper, and timely remedy of deficiencies, which they shall report without delay to the responsible employee of the Company in accordance with Article IV, paragraph 2 of these Rules

Article VI
Claiming a Defect (Notification of Defect)

1. A defect may be claimed with designated persons or via means of distance communication at the Company's registered office or place of business, or at any other address provided by the Company to the Client upon or after the conclusion of the Contract
2. If the nature of the claim so requires, the Client shall allow the responsible employee of the Company access to the area provided for their accommodation so that the employee may verify the validity of the claim. The Client shall submit the claim as follows:

   • All claims must be directed to the Hotel Manager or the Assistant Hotel Manager of Bojnický Vínny Dom

3. If the Client claims a defect via mail and the Company refuses to accept the delivery, the shipment shall be deemed delivered on the day of such refusal
4. The Company shall provide the Client with a written confirmation of the claimed defect immediately after the claim is made. In the confirmation, the Company shall specify the period within which it will remedy the defect in accordance with Article VII, paragraph 1. The period notified under the preceding sentence shall not exceed 30 days from the date the defect was claimed, unless a longer period is justified by an objective reason beyond the Company's control.
5. If the Company rejects liability for defects, it shall notify the Client of the reasons for such rejection in writing.

Article VII
Remedying the Defect

1. If the defect is remediable, the Client may request its removal free of charge. The Company shall remedy the defect within a reasonable period. A reasonable period is understood as the shortest time required by the Company to assess the defect and to repair or replace the item, taking into account the nature of the item as well as the nature and severity of the defect.

2. The Client has the right to choose the method of remedying the defect:
   a) by replacement of the item, or
   b) Repair of the item
3. The Client may not choose a method of remedying the defect that is impossible or that, compared to the alternative method, would cause the Company unreasonable costs considering all circumstances, particularly the value the item would have without the defect, the severity of the defect, and whether the alternative method would cause significant inconvenience to the Client.

4. The Company may refuse to remedy the defect if neither repair nor replacement is possible, or if such actions would require unreasonable costs considering all circumstances, including those specified in the second sentence of paragraph 1

5. The Company shall repair or replace the item within a reasonable period as specified in paragraph 1 of this Article after the Client has claimed the defect; such remedy shall be free of charge, at the Company's own expense, and without causing significant inconvenience to

the Client, taking into account the nature of the item and the purpose for which the Client requested it.

6. For the purposes of repair or replacement, the Client shall hand over or make the item available to the Company, its authorized person, or the person specified in Article VI, paragraph 2. The costs associated with taking over the item shall be borne by the Company.

7. The Company shall deliver the repaired or replacement item to the Client **at its own expense**, using the same or a similar method by which the Client delivered the defective item, unless the Contracting Parties agree otherwise. If the Client fails to take over the item within six months from the date they were supposed to do so, the Company may sell the item. In the case of an item of higher value, the Company shall notify the Client of the **intended sale** in advance and provide a reasonable additional period to take over the item. Immediately after the sale, the Company shall pay the Client the **sale proceeds** after deducting the costs reasonably incurred for storage and sale, provided the Client exercises their right to a share of the proceeds within a reasonable period specified by the Company in the notice of intended sale. The Company may destroy the item at its own expense if it cannot be sold or if the expected sale proceeds would not even cover the costs reasonably incurred for storage and the costs necessarily required for its sale.

8. When remedying a defect by replacement of the item, the Company shall have no right to compensation for damages caused by normal wear and tear of the item, nor to any payment for the normal use of the item prior to its replacement.

Article VIII
Irremediable Defects

1. If the goods have an irremediable defect that prevents the item from being properly used as a defect-free item, the Client has the right to have the item replaced or the right to withdraw from the contractual relationship with the Company. The Client is entitled to these same rights even if the defects are remediable, but the Client cannot properly use the item due to the reoccurrence of the defect after repair or due to a larger number of defects

2. In the case of other irremediable defects, the Client is entitled to a reasonable discount on the price of the item. If it is not possible to remedy a defect in catering services regarding food and beverages, the Client has the right to a complete replacement of the food or beverage, or to a full refund of the price paid for such food and/or beverages.

3. In the case of defects in accommodation services, if technical faults in a hotel room cannot be remedied (e.g., failure of the heating system, insufficient hot water supply, or any other technical fault in the room that cannot be quickly repaired), and if the Company is unable to provide the Client with alternative accommodation or move the Client to another room, yet the room is still rented to the Client despite these deficiencies, the Client has the right to a reasonable discount on the accommodation price according to the valid price list published at the reception of Hotel Bojnický Vínny Dom; or the right to cancel the confirmed accommodation reservation or the contract for the provision of accommodation before the overnight stay and receive a full refund. If, due to a unilateral decision by the Company, a significant change occurs in the Client's accommodation compared to the reserved and confirmed booking, and the Client does not agree to the alternative accommodation, the Client has the right to cancel the confirmed reservation or the contract for the provision of accommodation before the overnight stay and receive a full refund. The Client shall have no claim to reimbursement of any costs and/or other claims from the

Company in connection with such a procedure by the Company and the cancellation of the reservation or contract by the Client.

4. In the event that a defect in a Wellness service claimed by the Client cannot be remedied, the Client has the right to a reasonable discount on the provided service or a refund. If the Client uses the provided service and submits a claim only after its full consumption, the claim will not be accepted

Article IX.
Purchase Price Discount

1. The Client shall have the right to a reasonable discount on the purchase price, even without granting an additional reasonable period pursuant to Section 517(1) of the Civil Code (Default of the Debtor), if"

    a) the Company has failed to repair or replace the item,
    b) the Company has failed to repair or replace the item in accordance with Article VII, Paragraph 6.
    c) the Company has refused to remedy the defect pursuant to Article VII, Paragraph 4.
    d) the item exhibits the same defect despite its repair or replacement
    e) the defect is of such a serious nature as to justify an immediate discount on the purchase price or rescission of the Contract, or
    f) the Company has declared, or it is evident from the circumstances, that it will not remedy the defect within a reasonable period or without causing significant inconvenience to the Client

2. In assessing the Client's right to a purchase price discount pursuant to Paragraph letters d) and e) of this Article, all circumstances shall be taken into account, in particular the type and value of the item, the nature and severity of the defect, and whether the Client can objectively be expected to maintain confidence in the Company's ability to remedy the defect
3. 3. The discount on the purchase price must be proportionate to the difference between the value of the item sold and the value the item would have possessed had it been free of defects.

Article X.
Withdrawal from the Contract (or Rescission of the Contract)

1. If the Company fails to deliver the item on time, the Client may withdraw from the Contract even without granting an additional reasonable period pursuant to Section 517(1) of the Civil Code (Default of the Debtor), if
    a) the Company has refused to deliver the item
    b) timely delivery was of exceptional importance given all the circumstances of the conclusion of the Contract, or

c) the Client informed the Company prior to the conclusion of the Contract that timely delivery is of exceptional importance.

2. The Client may withdraw from the Contract even without granting an additional reasonable period pursuant to Section 517(1) of the Civil Code, if
   a) the Company has failed to repair or replace the item
   b)) the Company has failed to repair or replace the item in accordance with Paragraph 6 of Article VII
   c) the Company has refused to remedy the defect pursuant to Paragraph 4 of Article VII
   d) the item exhibits the same defect despite its repair or replacement.
   e) the defect is of such a serious nature as to justify an immediate discount on the purchase price or withdrawal from the Contract, or"
   f) the Company has declared, or it is evident from the circumstances, that it will not remedy the defect within a reasonable period or without causing significant inconvenience to the Client.
3. In assessing the Client's right to withdraw from the Contract pursuant to Paragraph 3, subparagraphs d) and e) of this Article, all circumstances shall be taken into account, in particular the type and value of the item, the nature and severity of the defect, and whether it is objectively reasonable to require the Client to maintain confidence in the Company's ability to remedy the defect.
4. The Client may not withdraw from the Contract pursuant to Paragraph 3 if the Client contributed to the occurrence of the defect or if the defect is negligible. The burden of proof that the Client contributed to the occurrence of the defect and that the defect is negligible shall rest with the Company.
5. If the Contract relates to the purchase of multiple items, the Client may withdraw therefrom only in relation to the defective item. In relation to the other items, the Client may withdraw from the Contract only if it cannot reasonably be expected that the Client would have an interest in retaining the other items without the defective item.
6. Upon withdrawal from the Contract or a part thereof, the Client shall return the item to the Company at the Company’s expense.
7. Upon withdrawal from the Contract, the Company shall refund the purchase price to the Client no later than 14 days from the date the item is returned to the Company or upon proof that the Client has dispatched the item to the Company, whichever occurs earlier.
8. The Company shall refund the purchase price to the Client or pay the purchase price discount using the same payment method as used by the Client for the initial payment, unless the Client expressly agrees to a different method of payment. All costs associated with the reimbursement shall be borne by the Company.
9. The Company shall not be entitled to compensation for damages caused by normal wear and tear of the item, nor to remuneration for the normal use of the item prior to the withdrawal from the Contract.

Article XI.
Final Provisions

1. These Complaints Rules (RP) shall enter into force on 1 January 2026.
2. Provided personal data shall be processed in accordance with the GDPR Regulation; personal data shall be provided or disclosed to recipients, third parties, and processors (providing management, operation, or maintenance services) only in accordance with the GDPR Regulation.
3. Further details regarding the processing of personal data are provided on the website www.bojvin.sk, and the Data Protection Officer may be contacted at info@bojvin.sk. These Complaints Rules are published on the website www.bojvin.sk and are available at the reception of the Bojnický Vínny Dom Hotel