Pursuant to the Article 56 in conjunction with the Articles 52 and 54 of the Consumer Protection Law (hereinafter: Law), in conjunction with the provisions of the Law on Trade and Corporate Law, Belodore Ltd., Belgrade-Zemun, Tošin Bunar 54, registration number 21636355, (hereinafter: Company or Seller), represented by Director Aleksandar Trivic, on 01.02.2021. establishes:

**RULEBOOK ON CONDITIONS AND MANNER OF RESOLVING CUSTOMER COMPLAINTS**

**Article 1**

This rulebook determines the conditions and manner of resolving customer complaints within the Company in order to exercise the right of consumers to the conformity of bought and delivered goods with the contract, rights based on the stated warranty and warranty sheet, and due to miscalculated prices and other deficiencies, as well as other issues of importance for resolving complaints and protecting customer.

**Article 2**

Some expressions used in this rulebook have the following meanings:

- "customer" is a natural person who obtains goods sold by the Seller, for purposes not intended for the customer's business or other commercial activities, i.e. to meet personal needs or household needs,

- "goods" is a material movable item intended for sale to customers, which the Seller puts on the market within its business activities, except for items sold in the execution process or otherwise by the force of the law;

- "Authorized person of the Seller" is the manager, i.e. deputy manager at the retail facility, shift manager or seller in the sales facility authorized by the manager, i.e. the seller at the sales facility where the position of manager and deputy manager have not been determined by job organization and systematization.

**Article 3**

This regulation applies in accordance with the provisions of the Law on Consumer Protection, the Law on Trade, the Law on Obligations, the Law on Fiscal Cash Registers, and other applicable laws and regulations governing complaints, consumer protection, trade, and trade logs.

**Article 4**

Packaging and repackaging of goods are done in a way that ensures the preservation of conformity, health, and hygiene, safety, and quality of goods.

The goods have to be properly packed for the customer. If the goods are specially packaged at the request of the consumer, the packaging is charged the highest amount of the sales price of the used packaging material.

**Article 5**

If the product is for sale and serves as a sample, such goods must be marked with a "sample" or "not for sale" label. If goods are sold with deficiencies, the goods must be physically separated from other goods with the visible name "goods with deficiencies".

**Article 6**

In accordance with good business practices and the principle of achieving the best interests of the consumer, the Seller recommends to the consumer when selling goods that they comply with the declaration, i.e. instructions for use and maintenance of the product, so that the characteristics of goods for regular or special use may be expressed, in accordance with the declaration, i.e. instructions for use and maintenance of the product.

**Article 7**

The consumer has the right to inform the Seller in person, in a retail facility, or by e-mail about their rights in connection with the complaint. E-mail contact is podrska@belodore.rs The Seller publishes on its website and makes it available to consumers in a different way.

The seller informs the consumer in a valid manner about the volume, conditions, time and manner of complaint, where and to whom the complaint is filed, as well as other data related to it, the provisions of the law relating to the complaint, and this regulation.

The seller at the retail facility has a visible notice of the manner and place of complaints reception and ensures the presence of a person authorized to receive complaints during working hours.

**Article 8**

A complaint can be made for all goods in a retail facility.

Goods purchased on sales, discounts, and promotions are subject to complain.

Goods labelled as ‘goods with deficiencies’ do not subject to complaint due to deficiencies.

**Article 9**

The consumer may make a complaint orally at the retail facility where the goods were purchased, i.e. another place intended for receipt of complaints, by telephone, in writing, electronically, or on a permanent record carrier.

In order to be entitled to complain, the consumer is obliged to provide as proof of purchase a bill or fiscal receipt, a copy of the bill or fiscal receipt, a slip, an administrative ban, i.e. a business bank certificate in which there is a current account opened as proof that payment was made by payment card or check on behalf of the Seller or other document that is a valid proof of purchase,  in paper or electronic form, or in the form in which they have it.

In addition to the complaint, the consumer presents, i.e. provides the goods that are the subject of the complaint.

The inability of customers to deliver packaging of goods to the Retailer cannot be a condition for resolving complaints.

The customer is not entitled to complaint if it is found that the deficiencies were caused by his/her fault or if he/she does not have a bill or other proof of purchase in accordance with paragraph 2. of this Article.

**Article 10**

The seller keeps records of received complaints and keeps them for 2 years from the day of customer complaints.

The seller issues a written confirmation to the customer or electronically confirms the receipt of the complaint, i.e. announces the number under which his/her complaint was recorded in the records of complaints received, unless he/she has resolved the orally stated complaint in accordance with the consumer's request while the statement was being made.

Written confirmation from paragraph 2 of this Article is filled in in three copies, 2 copies for the sales facility, one copy for the customer.

The record of received complaints is kept in electronic form and contains data on the submitter and the date of receipt of the complaint, data on goods, a brief description of non-compliance and request from the complaint, date of receipt of the complaint, decision on a response to the customer, date of delivery of the decision, agreed appropriate timeframe for resolving the complaint as well as information on extending the deadline for resolving complaints, consumer consent for extending the deadline and notice.

The person in charge of the Seller's record of received complaints writes into this log and processes the personal data of the applicant that is necessary for achieving the purpose of registration in this log and complaint, name and surname and contact details of the applicant. The person in charge of entering data into this log previously, in accordance with the provisions of the Law on Personal Data Protection, notifies the applicant of the processing of this data and obtains full consent to process this data for the purpose of the complaint. Personal data processing notice and valid consent for processing are noted in the notes in the received complaints log.

The log form on received complaints is printed with this rulebook and forms an integral part of it (Attachment 1).

**Article 11**

The seller without delay, and not later than eight days after the date of receipt of the complaint, responds to the customer in writing or electronically.

If the seller for objective reasons is not able to meet the consumer's request within the prescribed period, he/she is obliged to inform the consumer about the extension of the deadline for resolving the complaint and state the deadline within which it will be resolved, as well as to obtain his consent, which has to be recorded in the records of received complaints. Extension of the deadline for resolving complaints is possible only once.

The Retailer's response to the consumer complaint contains a decision on whether to accept the complaint, the customer’s request statement, and the specific proposal and deadline for resolving the complaint. The deadline cannot be longer than 15 days, or 30 days for technical goods and furniture, from the day of the complaint.

**Article 12**

The complaint is resolved by the authorized person of the Seller.

The authorized person of the Seller examines the complaint, reviews the goods that are the subject of the complaint, and responds to the complaint.

When the authorized person of the Seller determines that the complaint is made within the deadline and is justified, accepts the complaint, declares the consumer's request, and gives it a concrete proposal and deadline for resolving the complaint.

When the resolution of the complaint was not possible immediately, the authorized person of the Seller informs the Consumer by submitting a written response to the complaint and oral notification of the response.

The consumer is obliged to respond to the seller's response no later than three days from the date of receipt of the seller's response. If the consumer does not respond within the prescribed period, it will be considered that he/she does not agree with the seller's proposal.

**Article 13**

In the case of acceptance of the complaint, and in accordance with the conditions prescribed by the Law, the authorized person of the Seller may give the customer a proposal for:

- eliminating the deficiencies of goods,

- replacement of goods with a deficiency for new goods, i.e. goods of the appropriate brand (model, type) or similar goods;

- reduction or correction of the price of goods,

- termination of contract and refund of the amount of money paid for the goods.

**Article 14**

When the customer rejects the proposal for resolving the complaint, the authorized person of the Seller, in accordance with the law and other regulations, general acts, good business practices, and principles of conscientiousness and fairness, will try to find the best way to resolve complaints with the customer.

**Article 15**

When an authorized person of the Seller determines that the deadline for complaint has expired or that the complaint is not justified, he/she notifies the customer by submitting a written response to the complaint with explanation which clearly outlines the reasons for not accepting the complaint and oral notification of the response.

The customer is also supplied with goods that have been the subject of complaints.

The authorized person of the Seller is authorized not to accept customer complaints when he/she determines that the deficiency in goods was caused by the fault of the customer, including the inability to comply with the request from the declaration, i.e. instructions for use and maintenance.

The inability of the customer to deliver packaging of goods to the Retailer cannot be a reason to refuse to remove the inconvenience.

If the customer, after being contacted by phone or e-mail or personally within five working days, refuses to receive goods for which the complaint is not accepted, the authorized person of the Seller will mail the goods to the home address of the consumer.

**Article 16**

If the Seller rejects the complaint, the Buyer, in case of disagreement with the decision, has the right to initiate out-of-court dispute resolution initiated by the Buyer's proposal, submitted to the Ministry of Trade, Tourism and Telecommunications, directly, by mail or electronically, and conducted before the bodies for out-of-court settlement of consumer disputes in accordance with the Law on Consumer Protection.

The Seller is obliged to participate in the procedure of out-of-court settlement of Consumer disputes before the body.

Each party in the procedure of out-of-court settlement of a consumer dispute pays its own costs (representation costs, travel costs, etc.).

The consumer may withdraw from further participation in the out-of-court settlement of the consumer dispute until the end of the procedure.

Initiation and conduct of out-of-court settlement of consumer disputes does not exclude or affect the exercise of the right to judicial protection, in accordance with the law.

**Article 17**

The seller acts in accordance with the decision, proposal, and deadline for resolving the complaint if it has obtained the prior consent of the consumer.

If the Seller, for objective reasons, is unable to meet the customer's request within the deadline agreed upon, he/she is obliged to inform the customer about the extension of the deadline for resolving the complaint and specify the deadline in which it will resolve it, as well as to obtain its consent, which is kept in the records of complaints received.

Extending the deadline for resolving complaints is possible only once.

**Article 18**

The costs incurred on the basis of the complaint are borne by the Seller.

**Article 19**

Resolved complaints are delivered with appropriate debt relief and other related documentation to the sales facility and the service in charge of bookkeeping and accounting.

**Article 20**

This rulebook, as well as its modifications and amendments, are published on the Retailer's website and delivered to all retailers.

Aleksandar Trivić, Director

Attachment: Received Complaints Log Form

LOG ON RECEIVED COMPLAINTS

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Line. No. | Complainant (first and last name and contact details) | Complaint Receipt Date | Data on goods (type, quantity, model/type, etc.) | A brief description of the inconvenience | A brief description of the claim from the complaint | Customer Response Decision | Decision Delivery Date | Agreed appropriate deadline for resolving | Manner of resolving complaints | Complaint Resolution Date | Information on extending the deadline for resolving complaints and customer consent to extending | Notes |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |