

Based on Article 56 in conjunction with Articles 52 and 81 of the Consumer Protection Act (hereinafter: the Act), the Director of the company "DO-ING" LLC Belgrade, Kneginje Ljubice 21, (hereinafter: the Seller) issues the following:

## RULES ON THE CONDITIONS AND MANNER OF HANDLING CONSUMER COMPLAINTS

### Article 1

This rule establishes the procedure and manner of resolving complaints (objections) by consumers regarding defects in sold goods or provided services.

### Article 2

A consumer (buyer), for the purposes of these rules, is a natural person who acquires or purchases goods or products sold by the Seller for purposes not intended for his/her business or other commercial activities. Goods or products, for the purposes of these rules, are tangible movable items intended for sale to consumers (buyers), which the Seller places in circulation within its business activities, excluding items sold in enforcement proceedings or otherwise by force of law.

# Article 3

For all relationships not governed by these rules, the provisions of the Consumer Protection Act, the Law on Obligations, the Law on Fiscal Cash Registers, and other applicable laws and regulations governing the recording of trade and commerce, as well as other applicable laws and regulations shall apply.

### Article 4

The Seller will issue a receipt (invoice) to the buyer along with the purchased goods (products) and services, which includes the name and address of the seller, the designation of the sold product (code), the name of the product, quantity, final selling price, date of issue of the invoice, as well as other elements in accordance with special regulations - deliver the declaration or instructions for the use and preservation of the product - provide information on how and to whom to submit a complaint for goods that do not comply with the contract, as well as other provisions from these Rules. The buyer is obliged to keep the invoice for each purchased product. In order to maintain the best interests of the consumer (buyer), the Seller recommends that the buyer adhere to the declaration or instructions for the use and preservation of the product so that the properties that the product has for regular or special use can be expressed in accordance with the declaration or instructions for use and preservation of the product.



A buyer who believes that the goods delivered to him/her by the seller based on the concluded contract are not in accordance with the contract has the right to request the seller to eliminate the noncompliance in accordance with the Act and the further provisions of these Rules. Complaints can be made for all goods (products) in the sales facility, including products on promotions, discounts, and sales. Complaints due to defects do not apply to goods sold with the label "goods with defects." Complaints may also be made due to incorrectly calculated prices and other defects. The consumer (buyer) has no right to complain if it is established that the defects occurred due to his/her fault or if he/she does not keep the invoice or fiscal receipt or an extract from the business bank where he/she has an open payment or current account as proof of the purchase of goods in the sales facility where the complaint is made within the legally prescribed period.

# Article 6

The consumer (buyer) has the right to file a complaint at the point of sale where the goods were purchased or the service was provided, and this can be done during working hours in the presence of the seller or service provider, by phone at +381 11 2625 938, in writing and by registered mail to the address Zmaja od Noćaja 9, 11000 Belgrade, Serbia, or electronically at the email info@metropoliten.rs with the provision of the invoice and the fiscal receipt or other proof (only the fiscal receipt, slip, copy of the invoice)

# Article 7

Considering that the seller is obliged to deliver goods that are in accordance with the contract, it is assumed that the delivered goods comply with the contract only if:

- 1. they correspond to the description provided to the Seller, and have the properties of the goods that the seller presented to the buyer as a sample or model;
- 2. they have the properties necessary for the particular use for which the buyer acquires them, which was known to the Seller or should have been known to him/her at the time of concluding the contract;
- 3. they have the properties necessary for the regular use of goods of the same type;
- 4. they correspond in quality and functionality to what is usual for goods of the same type and what the buyer can reasonably expect, considering the nature of the goods and public promises about the special properties of the goods made by the Seller or the manufacturer or their representatives, especially if the promise was made through advertising or on the packaging of the goods.

If the delivered goods are not in accordance with the contract, the Seller is responsible for the non-



compliance that existed at the time the risk passed to the buyer, regardless of whether the buyer was aware of such non-compliance. The Seller is responsible for non-compliance with the contract that occurs after the risk has passed to the buyer if it arises from a cause that existed before that. The Seller is responsible for non-compliance that the buyer could easily notice if he/she explicitly stated that the goods are in accordance with the contract.

The moment the risk passes to the buyer is the moment of concluding the distance contract or the moment when the goods come into the possession of the buyer or a third party designated by the buyer, which is not the carrier, in accordance with the Law. The Seller is not responsible for non-compliance with the contract if at the time of concluding the contract the buyer was aware or could not have remained unaware that the goods were not in accordance with the contract. Also, the seller is not responsible for non-compliance if it occurred due to the buyer's fault/hidden actions.

## Article 8

Upon receiving the consumer's complaint, the Seller issues a written confirmation to the buyer and confirms the receipt of the complaint as well as the number under which it is recorded in the registry of received complaints. The Seller is obliged to respond to the consumer (buyer) in writing or electronically to the stated complaint without delay, and no later than within eight days from the date of receipt of the complaint. The Seller's response to the consumer's complaint must contain a decision on whether the complaint is accepted, a statement regarding the consumer's request, and a specific proposal and deadline for resolving the complaint, which may not exceed 15 days from the date of submission of the complaint. The Seller is obliged to act in accordance with the decision, proposal, and deadline for resolving the complaint, provided he/she has received the consumer's prior consent. If the seller is objectively unable to meet the consumer's request within the agreed deadline, he/she is obliged to inform the consumer of the extension of the deadline for resolving the complaints. The extension of the deadline for resolving complaints is possible only once. The consumer's inability to provide the seller with the product packaging cannot be a condition for resolving the complaint or a reason for rejecting the elimination of non-compliance.

### Article 9

Identified non-compliance or defects on the sold goods must be reported immediately, preferably upon delivery, i.e., as soon as they are noticed - in any case no later than within 8 days of noticing the non-compliance. In accordance with the Consumer Protection Act, the Seller is responsible for non-compliance with the goods that appears within 2 (two) years from the date the risk passes to the buyer. If non-compliance occurs within the first 6 (six) months from the date the risk passes to the buyer, it is presumed that the non-compliance existed at the time the risk passed, unless this is contrary to the nature of the goods and the nature of the specific non-compliance.



When determining the validity of the complaint, if it is established that the delivered goods are indeed not in accordance with the contract, the buyer has the right to request from the seller that the identified non-compliance be eliminated free of charge, and this can be done in the following order:

- 1. the buyer may choose to have the goods replaced, in accordance with the Act;
- 2. the buyer may choose to have the price of the goods reduced (and keep the goods with defects) or
- 3. the buyer may declare the contract terminated (in which case each party returns what it has received), in accordance with the Act, but only if: (a) replacement is not possible, or (b) if the replacement presents an unreasonable burden for the Seller and with his/her consent.

An unreasonable burden for the Seller exists if the replacement creates excessive costs compared to the reduction in price/termination of the contract, considering the following:

- the value the goods would have if they were in accordance with the contract;
- the significance of the compliance in the specific case;
- whether compliance can be eliminated without significant inconvenience to the buyer.

The seller will execute the replacement within a reasonable time, considering the timeframe on a caseby-case basis, taking into account the nature of the goods and the purpose for which the buyer acquired the goods, but in such a way that this timeframe does not cause significant inconvenience to the buyer.

### Article 11

The costs necessary for the goods to conform to the contract shall be borne by the Seller. The Seller shall address the identified non-conformity in one of the ways provided for in the previous article, as selected by the buyer through the Complaint Form. In the Response to the complaint, the Seller confirms to the buyer within what timeframe they intend to replace the product. If the replacement of the product is not possible or represents a disproportionate cost for the seller, the Seller will suggest a reduced price to the buyer or invite them to return the goods and terminate the contract, stating the reasons for this in their response. The buyer has the right to a reduction in price or to terminate the contract if:

- 1. They cannot exercise the right to a replacement.
- 2. The Seller has not executed the replacement within a reasonable timeframe.
- 3. The Seller has not executed the replacement without significant inconvenience to the consumer.

The buyer cannot terminate the contract if the non-conformity of the goods is insignificant.



If the Seller believes that the buyer's complaint is justified, and the buyer requests a replacement of the complained goods with goods of the same kind, then if such a request is justified and feasible in terms of the provisions of the previous chapter of these Regulations, the seller will carry out the replacement and delivery of the products at their own expense.

If the Seller believes that the buyer's complaint is justified, and the buyer requests a reduction in price, in cases where the replacement of the complained goods is not possible, or if such a request does not impose an undue burden on the Seller, the buyer will be refunded in an amount that represents the difference between the total and reduced price, no later than 15 days from the date of submitting the complaint, along with the non-conforming goods, at the Seller's expense.

If the Seller believes that the buyer's complaint is justified, and the buyer requests termination of the contract, in cases where the replacement of the complained goods is not possible, or if such a request does not impose an undue burden on the seller, the buyer will be refunded the entire amount indicated on the receipt, no later than 15 days from the date of submitting the complaint.

It shall be considered that the notification of the accepted complaint has been delivered to the buyer in writing at the retail facility located at Zmaja od Noćaja 9, 11000 Belgrade, Serbia, by mail to the buyer's address, or electronically to the buyer's email address.

# Article 13

In cases of damage to goods, consideration is given to when the damage occurred, that is, whether it existed at the time of the transfer of risk to the buyer, as well as to other relevant facts that may indicate that the buyer is not at fault for such a defect.

# Article 14

Considering that the seller is obliged to provide the consumer with a service that conforms to the contract, it is presumed that the service provided conforms to the contracted one. The service is not conforming to the contracted one if:

- 1. In terms of content, quality, and purpose, it does not correspond to the description provided by the seller prior to the conclusion of the contract, through advertisement or in any other similar manner.
- 2. It does not correspond to the description provided by the seller during the provision of the service, provided that this could have influenced the consumer's decision.



- 3. It lacks specific characteristics requested by the consumer, which were known or should have been known to the seller at the time of concluding the contract.
- 4. It does not possess regular characteristics of services of the same kind.
- 5. It does not meet expectations established based on the nature of the service and the seller's public promises regarding the special properties of the service, particularly if made in an advertisement.
- 6. In terms of content, quality, and purpose, it does not correspond to the description provided prior to the conclusion of the contract, by advertisement or in any other similar manner, by a third party on behalf of the seller.

The seller is not responsible for the non-conformity of the service if:

- 1. They did not know and could not have known that a third party provided the description referred to in paragraph 2, point 6 of this article on their behalf.
- 2. The description referred to in paragraph 2, point 6 of this article was duly corrected in a timely manner.

If the service is not conforming to the contracted one, the consumer may request the seller to perform a conforming service. If the execution of the conforming service is impossible or illegal, or represents an undue burden for the seller, the consumer may request a reduction in price or termination of the contract. If the service is not conforming to the contracted one, the rights of the consumer and the seller's liability shall correspondingly apply the provisions of the regulations relating to the complaint of goods (products). The consumer may declare a complaint regarding the provided service in the case of non-conformity of the provided service with the contracted one, as well as due to incorrectly calculated prices and other defects. The conditions and manner of resolving consumer complaints related to products apply equally to complaints made by consumers regarding the services of the Seller.

### Article 15

The seller is obliged to appropriately ensure that the buyer is duly informed of their rights and obligations concerning the possibilities and scope of complaints regarding the goods and services sold by the Seller.

The seller is obliged to ensure that the buyer is informed about where and to whom a complaint for goods and services that do not conform to the contract is submitted, as well as other provisions of these Regulations.

These regulations are available to all buyers on the website and in the seller's retail facility, so they can familiarize themselves with them.



These regulations shall enter into force on the day of their adoption.

"DO-ING" DOO BEOGRAD

Director

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