

\_\_\_\_\_  
Name and surname

\_\_\_\_\_  
Consumer's address (street, house number)

\_\_\_\_\_  
Address cd. (city, postal code)

\_\_\_\_\_  
Telephone number, e-mail address

**Send the form with the product to**  
Amocarat Sp. z o.o.  
Królewska 1  
43-354 Czaniec, Poland

**or by e-mail/fax:** [sklep@obsessive.com](mailto:sklep@obsessive.com)  
**Fax:** +48 33 845 32 30 ext. 40  
**Do you have any questions?**  
**Call from 8:00 to 16:00**  
**We work from Monday to Friday**  
**Phone** +48 888 666 777

\_\_\_\_\_  
City, date

## COMPLAINT OF GOODS FOR NON-CONFORMITY WITH THE CONTRACT

(for purchases made after 01.01.2023)

I notify that the goods \_\_\_\_\_ (please enter the name of the product) purchased by me, order number \_\_\_\_\_, purchased on \_\_\_\_\_ is not in conformity with the contract.

The non-conformity with the contract consists in \_\_\_\_\_  
\_\_\_\_\_

The non-conformity with the contract was found on \_\_\_\_\_.

The value of the Goods: \_\_\_\_\_.

Bank account number:  
\_\_\_\_\_

**CLAIM OF THE ADVERTISER: (please select one item)**

repair,  
exchange of the Goods for a new one,

or\*

\*Please refer to the information below. Withdrawal from the contract or submission of a price reduction statement is possible only in certain cases.

statement of price reduction (please enter by what amount) .....

statement of withdrawal from the Contract (the defect must be material) .

\_\_\_\_\_  
Date and signature of the Consumer\*

\* Only if the form is submitted on paper

**INFORMATION FOR THE PERSON SUBMITTING THE COMPLAINT:**

1. In the case of non-conformity of the Goods with the Contract, the Consumer is entitled to claim against the Seller to bring the Goods into conformity with the Contract by repairing or replacing the Goods with a new one. The Seller may make a replacement when the Consumer requests repair, or may make a repair when the Consumer requests replacement, or refuse to bring the Goods into conformity with the Contract if bringing the Goods into conformity with the Contract in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller.
2. The Seller for a period of two years after delivery of the Goods to the Consumer shall be liable for non-conformity of the Goods with the Contract. Non-conformity with the Contract occurs if:
  - a) description, type, quantity, quality, completeness and functionality of the Goods are inconsistent with the Contract,
  - b) the Goods are not fit for the specific purpose for which they are needed by the Consumer and about which Consumer notified the Seller at the latest at the time of conclusion of the Contract and which the Seller accepted,
  - c) the Goods are not suitable for the purpose for which the Goods of this type are usually used,
  - d) the Goods do not provide the durability and safety that can be expected for this type of Goods, or are not in the specified quantity,
  - e) The Goods have not been delivered with packaging, accessories and instructions, that the Consumer may reasonably expect to be delivered,,
  - f) The goods do not correspond to the design or sample provided before the purchase,
  - g) the lack of conformity of the Goods with the Contract is due to improper installation of the Goods, if it was carried out by the Seller or under his responsibility, or improper installation carried out by the Consumer was the result of errors in the instructions provided by the Seller.

**3. The consumer may demand a price reduction or withdraw from the Contract if:**

- a) the Seller refused to bring the Goods into conformity with the Contract, because bringing the Goods into conformity with the Contract in the manner chosen by the Consumer is impossible or would require excessive costs for the Seller,
  - b) the Seller failed to bring the Goods into conformity with the Contract within a reasonable time;
  - c) bringing the Goods into conformity with the Contract would involve excessive inconvenience for the Consumer
  - d) the Seller has not collected the Goods made available by the Consumer,
  - e) the Goods have been installed before the Goods' non-conformity with the Contract became apparent, and the Seller has not dismantled the Goods, or has dismantled but not reinstalled them after repairing or replacing them, or has not had these activities performed at his expense,
  - f) the lack of conformity of the Goods with the Contract still occurs, despite the fact that the Seller tried to bring the Goods into conformity with the Contract,
  - g) the lack of conformity of the Goods with the Contract is so significant that it justifies an immediate price reduction or withdrawal from the Contract, without first using the possibility of repairing or replacing the Goods;
  - h) it is clear from the Seller's statement or circumstances that he will not bring the Goods into conformity with the Contract within a reasonable time or without undue inconvenience to the Consumer.
- 4.** The Consumer may not withdraw from the Contract if the non-conformity of the Goods with the Contract is insignificant.
- 5.** The statement of price reduction should be accompanied by an indication of the amount by which the price is to be reduced (taking into account the value of the Goods with a defect compared to the full-value Goods).
- 6.** If the non-conformity with the Contract relates only to some of the Goods delivered under the Contract, the Consumer may withdraw from the Contract only with respect to those Goods, or with respect to other Goods purchased together with the non-conforming Goods, if the Consumer cannot reasonably be expected to agree to keep only the non-conforming Goods.
- 7.** The Consumer shall be informed of the manner of processing the complaint within 14 days counted from the day following the day of receipt by the Seller of information about the complaint.
- 8.** The Seller shall return the amounts due as a result of exercising the right to reduce the price immediately, but no later than within 14 days from the date of receipt of the statement of price reduction. In the case of withdrawal from the Contract, if the Seller did not offer to take the Goods back from the Consumer himself, he may withhold reimbursement until he receives the Goods back or provides proof of their return, whichever event occurs first.

The controller of your personal data provided in the form is Amocarat Sp. z o.o., Królewska 1, 43-354 Czaniec. The data will be processed in order to handle the complaint process. In connection with the processing of personal data contained in the form, you have the right to request access to data, rectification, deletion or limitation of processing, as well as the right to lodge a complaint to the President of the Office for Personal Data Protection. Providing data is voluntary, but necessary to handle the complaint process. In connection with the handling of the complaint process, the data may be processed by external entities involved in handling this process, such as courier companies, postal operators, banks, accounting offices, IT entities, law firms. The form will be kept for the period necessary to achieve the purpose. Contact in matters related to the processing of personal data is possible at [info@obsessive.com](mailto:info@obsessive.com).