



RULEBOOK ON RESOLVING CONSUMER COMPLAINTS
PRAVILNIK O NAČINU I POSTUPKU REŠAVANJA REKLAMACIJA POTROŠAČA

Na osnovu člana 55. Zakona o zaštiti potrošača ("Sl. glasnik RS", br. 88/2021) autentično tumačenje, u daljem tekstu: Zakon), direktor privrednog društva **Gevorest RS doo Beograd** sa sedištem u Beogradu, ul. Kneginje Zorke br. 2/4, matični broj: 21963224, PIB 114049669 i to g. Panagiotis Malas (u daljem tekstu: Društvo), dana 01.02.2024 godine donosi sledeći:

PRAVILNIK O NAČINU I POSTUPKU REŠAVANJA REKLAMACIJA POTROŠAČA

PREDMET PRAVILNIKA

Član 1.

Ovim Pravilnikom uređuju se slučajevi u kojima potrošač može izjaviti reklamaciju, rokovi u okviru kojih potrošač može izjaviti reklamaciju, način izjavljivanja reklamacije, postupak trgovca sa primljenom reklamacijom, rokovi u okviru kojih je trgovac dužan da odgovori na reklamaciju, način na koji trgovac može odlučiti po izjavljenoj reklamaciji, mogućnosti odustanka od ugovora zaključenog na daljinu, te način i postupak vansudskog rešavanja potrošačkih sporova.

ZNAČENJE IZRAZA

Član 2.

Pojedini izrazi upotrebljeni u ovom Pravilniku imaju sledeća značenja:

Potrošač je fizičko lice koje na tržištu pribavlja robu ili usluge u svrhe koje nisu namenjene njegovoj poslovnoj ili drugoj komercijalnoj delatnosti;

Trgovac je pravno lice, preduzetnik ili fizičko lice koje nastupa na tržištu u okviru svoje poslovne delatnosti ili u druge komercijalne svrhe, uključujući i druga lica koja posluju u njegovo ime ili za njegov račun;

Prodavac je, u smislu odredaba kojima se uređuje zaštita potrošača u ostvarivanju prava iz ugovora o

Based on Article 55 of the Law on Consumer Protection ("Official Gazette of RS", no. 88/2021 - authentic interpretation, hereinafter: the Law), director of company **Gevorest RS doo Beograd** with headquarters in Belgrade, Kneginje Zorke Street no. 2/4, reg. no. 21963224, TIN 114049669, namely Mr. Panagiotis Malas (hereinafter: Company), on 01.02.2024 brings the following:

RULEBOOK ON RESOLVING CONSUMER COMPLAINTS

SUBJECT OF THE RULEBOOK

Article 1

This Rulebook regulates cases in which the consumer can file a complaint, deadlines within which the consumer can file a complaint, the manner of filing a complaint, the trader's procedure with the received complaint, deadlines within which the trader is obliged to respond to the complaint, the manner in which the trader can decide based on filed complaints, the possibility of withdrawing from a contract concluded at a distance, and the manner and procedure for out-of-court settlement of consumer disputes.

MEANING OF TERMS

Article 2

Certain terms used in this Rulebook have the following meanings:

A **Consumer** is a natural person who acquires goods or services on the market for purposes that are not intended for his business or other commercial activity;

A **Trader** is a legal entity, an entrepreneur or a natural person who acts on the market as part of his business activity or for other commercial purposes, including other persons who operate in his name or on his behalf;

The **Seller**, in terms of the provisions governing the protection of consumers in the exercise of rights

prodaji i zaštita potrošača u ostvarivanju prava iz ugovora o pružanju usluga, trgovac sa kojim je potrošač zaključio ugovor o prodaji robe ili pružanju usluge;

Roba je telesna pokretna stvar, osim pokretnih stvari koje se prodaju u postupku izvršenja ili u drugom na osnovu zakona propisanom postupku;

Ugovor na daljinu je ugovor zaključen između trgovca i potrošača u okviru organizovane prodaje ili pružanja usluga na daljinu bez istovremenog fizičkog prisustva trgovca i potrošača, isključivom upotrebom jednog ili više sredstava komunikacije na daljinu do trenutka zaključenja ugovora, uključujući i sam trenutak zaključenja;

Vansudsko rešavanje potrošačkih sporova, u smislu Pravilnika, je način rešavanja sporova između potrošača i trgovca, pred telom za vansudsko rešavanje potrošačkih sporova upisanim u listu tela za vansudsko rešavanje potrošačkih sporova u skladu sa zakonom;

SLUČAJEVI I ROKOVI U KOJIMA POTROŠAČ MOŽE IZJAVITI REKLAMACIJU

Član 3.

Potrošač ima pravo na reklamaciju u slučaju kada je isporučena roba nesaobrazna ugovoru ako:

- je postojala u času prelaska rizika na potrošača, bez obzira na to da li je za tu nesaobraznost prodavac znao;
- se pojavila posle prelaska rizika na potrošača i potiče od uzroka koji je postojao pre prelaska rizika na potrošača;
- je potrošač mogao lako uočiti, ukoliko je prodavac izjavio da je roba saobrazna ugovoru.

from sales contracts and the protection of consumers in the exercise of rights from service contracts, is a trader with whom the consumer concluded a contract for the sale of goods or the provision of services;

Goods are physical movables, except for movables that are sold in the enforcement procedure or in another procedure prescribed by law;

A **distance contract** is a contract concluded between a trader and a consumer within the framework of organized sales or the provision of services at a distance without the simultaneous physical presence of the trader and the consumer, with the exclusive use of one or more means of distance communication until the moment of conclusion of the contract, including the moment of conclusion itself;

Out-of-court settlement of consumer disputes, in the sense of the Rulebook, is a manner of settling disputes between consumers and traders, before the body for out-of-court settlement of consumer disputes registered in the list of bodies for out-of-court settlement of consumer disputes in accordance with the law;

CASES AND DEADLINES IN WHICH THE CONSUMER MAY FILE A COMPLAINT

Article 3

The consumer has the right to file a complain in case the delivered goods are in non-conformity with the contract if:

- it existed at the time of the transfer of risk to the consumer, regardless of whether the seller knew about this non-conformity;
- it appeared after the transfer of risk to the consumer and originates from a cause that existed before the transfer of risk to the consumer;
- it could be easily seen by the consumer, if the seller declared that the goods conform to the contract.

Prodavac je odgovoran i za nesaobraznost nastalu zbog nepravilnog pakovanja, nepravilne instalacije ili montaže koju je izvršio on ili lice pod njegovim nadzorom, kao i za nepravilnu instalaciju ili montažu robe koja je posledica nedostatka u uputstvu koje je predao potrošaču radi samostalne instalacije ili montaže.

The seller is also liable for non-conformity caused by improper packaging, improper installation or montage performed by him or a person under his supervision, as well as for improper installation or montage of goods that is a consequence of the lack of instructions that he gave to the consumer for independent installation or montage.

Prodavac ne odgovara za nesaobraznost ako je u trenutku zaključenja ugovora potrošaču bilo poznato ili mu nije moglo ostati nepoznato da roba nije saobrazna ugovoru.

The seller is not liable for non-conformity if, at the time of concluding the contract, the consumer knew or could not have known that the goods did not conform to the contract.

Prodavac ne odgovara za saobraznost ukoliko je nedostatak na robi nastao krivicom potrošača (uključujući, ali se ne ograničavajući na fizičko oštećenje, nestručno rukovanje, nestručna montaža ili instalacija, itd.).

The seller is not liable for conformity if the defect in the goods was caused by consumer's fault (including but not limited to physical damage, unprofessional handling, unprofessional assembly, or installation, etc.).

Član 4.

Article 4

Prodavac je odgovoran za nesaobraznost robe koja se pojavi u roku od dve godine od dana prelaska rizika na potrošača.

The seller is liable for the non-conformity of the goods that appears within two years from the date of transfer of risk to the consumer.

Ako isporučena roba nije saobrazna ugovoru, potrošač koji je obavestio prodavca o nesaobraznosti ima pravo da zahteva od prodavca da otkloni nesaobraznost, bez naknade, opravkom ili zamenom ili da zahteva odgovarajuće umanjeње cene ili da raskine ugovor u pogledu te robe.

If the delivered goods do not conform to the contract, the consumer who informed the seller about the non-conformity has the right to request the seller to remove the non-conformity, without compensation, by repair or replacement or to demand a corresponding reduction in price or to terminate the contract in respect of those goods.

Potrošač ima pravo da bira između opravke ili zamene kao načina otklanjanja nesaobraznosti robe.

The consumer has the right to choose between repair or replacement as a way to remove the non-conformity of the goods.

Ako otklanjanje nesaobraznosti u skladu sa stavom 2. ovog člana nije moguće, potrošač ima pravo da zahteva odgovarajuće umanjeње cene ili raskin ugovora ako:

If the removal of non-conformity in accordance with paragraph 2 of this Article is not possible, the consumer has the right to demand a corresponding price reduction or termination of the contract if:

- nesaobraznost ne može da se otkloni opravkom ili zamenom uopšte, ni u primerenom roku;

- non-conformity cannot be removed by repair or replacement in general, not even within a reasonable deadline;

- ne može da ostvari pravo na opravku ili zamenu, to jest ako prodavac nije izvršio opravku ili zamenu u primerenom roku;
- oprava ili zamena ne može da se sprovede bez značajnijih nepogodnosti za potrošača zbog prirode robe i njene namene;
- otklanjanje nesaobraznosti opravkom ili zamenom predstavlja nesrazmerno oštećenje za prodavca.
- cannot exercise the right to repair or replacement, i.e., if the seller has not performed repair or replacement within a reasonable deadline;
- repair or replacement cannot be carried out without significant inconvenience for the consumer due to the nature of the goods and their purpose;
- removal of non-conformity by repair or replacement represents disproportionate damage to the seller.

Nesrazmerno opterećenje za prodavca u smislu stava 3. tačka 4) ovog člana, javlja se ako u poređenju sa umanjnjem cene i raskidom ugovora, stvara preterane troškove, uzimajući u obzir:

- vrednost robe koju bi imala da je saobrazna ugovoru;
- značaj saobraznosti u konkretnom slučaju;
- da li se nesaobraznost može otkloniti bez značajnijih nepogodnosti za potrošača.

Disproportionate burden for the seller in the sense of paragraph 3, point 4) of this Article, occurs if compared to the reduction of the price and termination of the contract, it creates excessive costs, taking into account:

- the value of the goods that would have been in accordance with contract;
- the importance of conformity in a specific case;
- whether the non-conformity can be removed without significant inconvenience for the consumer.

Potrošač ima pravo da zahteva zamenu, odgovarajuće umanjnje cene ili da raskine ugovor zbog istog ili drugog nedostatka saobraznosti koji se posle prve opravke pojavi, a ponovna opravka je moguća samo uz izričitu saglasnost potrošača.

The consumer has the right to demand a replacement, a corresponding price reduction or to terminate the contract due to the same or another lack of conformity that appears after the first repair, and re-repair is possible only with the express consent of the consumer.

Uzimajući u obzir prirodu robe i svrhu zbog koje je potrošač nabavio, opravka ili zamena mora se izvršiti u primerenom roku bez značajnih neugodnosti za potrošača i uz njegovu saglasnost.

Taking into account the nature of the goods and the purpose for which the consumer purchased them, the repair or replacement must be carried out within a reasonable deadline without significant inconvenience for the consumer and with his consent.

Ako se nesaobraznost pojavi u roku od šest meseci od dana prelaska rizika na potrošača, potrošač ima pravo da bira između zahteva da se nesaobraznost otkloni zamenom, odgovarajućim umanjnjem cene ili da izjavi da raskida ugovor.

If the non-conformity appears within six months from the date of transfer of risk to the consumer, the consumer has the right to choose between demanding that the non-conformity be removed by replacement, a corresponding reduction in price, or to declare that he is terminating the contract.

Ako nesaobraznost nastane u roku od šest meseci od dana prelaska rizika na potrošača, pretpostavlja se da je nesaobraznost postojala u trenutku prelaska rizika, osim ako je to u suprotnosti sa prirodom robe i prirodom određene nesaobraznosti. Teret dokazivanja da nije postojala nesaobraznost snosi prodavac.

If the non-conformity occurs within six months from the date of the transfer of the risk to the consumer, it is assumed that the non-conformity existed at the time of the transfer of risk, unless this is contrary to the nature of goods and the nature of the particular non-conformity. The seller bears the burden of proving that there was no non-conformity.

Ako se nesaobraznost pojavi u roku od šest meseci od dana prelaska rizika na potrošača, otklanjanje nesaobraznosti moguće je opravkom uz izričitu saglasnost potrošača.

If non-conformity appears within six months from the date of transfer of risk to the consumer, non-conformity removal is possible by repair with the express consent of the consumer.

Sve troškove koji su neophodni da bi roba postala saobrazna ugovoru, a naročito troškove rada, materijala, preuzimanja i isporuke, snosi prodavac.

All costs that are necessary to make the goods conform to the contract, especially labour costs, material, collection, and delivery costs, are borne by the seller.

Potrošač ne može da raskine ugovor ako je nesaobraznost robe neznatna.

The consumer cannot terminate the contract if the non-conformity of goods is minor.

Član 5.

Article 5

Ako usluga nije saobrazna ugovorenoj, potrošač može da zahteva od prodavca da izvrši saobraznu uslugu.

If the service is not in conformity with the contract, the consumer can request the seller to perform a conform service.

Ako je izvršenje saobrazne usluge nemoguće ili protivpravno, potrošač može zahtevati raskid ugovora.

If the performance of a conform service is impossible or illegal, the consumer may request termination of the contract.

Ako izvršenje saobrazne usluge predstavlja nesrazmerno opterećenje za prodavca, potrošač može zahtevati umanjenje cene ili raskid ugovora.

If the performance of the conform service represents a disproportionate burden on the seller, the consumer may demand a price reduction or termination of the contract.

Član 6.

Article 6

Potrošač može izjaviti reklamaciju i zbog pogrešno obračunate cene.

The consumer can also file a complaint due to an incorrectly calculated price.

Član 7.

Article 7

Potrošač može izjaviti reklamaciju prodavcu radi ostvarivanja prava po osnovu garancije u roku kome je predviđena odgovornost prodavca po

The consumer can file a complaint to the seller in order to exercise his rights based on the guarantee within the deadlines for the seller's liability based

osnovu nesaobraznosti, a posle isteka tog roka reklamacija se izjavljuje izdavaocu garancije.

on non-conformity, and after the expiration of that period, the complaint is filed to the issuer of the guarantee.

NAČIN IZJAVLJIVANJA REKLAMACIJE

THE MANNER OF FILING A COMPLAINT

Član 8.

Article 8

Potrošač može reklamaciju izjaviti:

The consumer can file a complaint:

Usmenim putem u maloprodajnim objektima prodavca na sledećim adresama:

GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor

Verbally in the seller's retail stores at the following addresses:

GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor

Putem telefona, pozivom na broj prodavca: +381116180544

By phone, by calling the seller's number: +381116180544

Pisanim putem, upućivanjem preporučene pošiljke na sledeće adrese maloprodajnih objekata prodavca:

GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor

In writing, by sending registered mail to the following addresses of the seller's retail stores:

GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor

Elektronskim putem, slanjem e-maila na e-mail adresu prodavca: info@gevorest.rs

Electronically, by sending an e-mail to the seller's e-mail address: info@gevorest.rs

Potrošač može da izjavi reklamaciju samo uz dostavu računa na uvid ili drugog dokaza o kupovini (kopija računa, slip i sl.).

The consumer can file a complaint only with delivery of the invoice for inspection or other proof of purchase (copy of the invoice, slip, etc.).

POSTUPAK PRODAVCA SA PRIMLJENOM REKLAMACIJOM

SELLER'S PROCEDURE WITH RECEIVED COMPLAINT

Član 9.

Article 9

Trgovac je dužan da primi izjavljenu reklamaciju i da istu evidentira u knjigu reklamacija.

The seller is obliged to receive the filed complaint and to record it in the complaint book.

Prodavac je dužan da na prodajnom mestu vidno istakne obaveštenje o načinu i mestu prijema reklamacija, kao i da obezbedi prisustvo lica ovlašćenog za prijem reklamacija u toku radnog vremena.

The seller is obliged to display at the point of sale a notice about the manner and place of receipt of complaints, as well as to ensure the presence of a person authorized to receive complaints during working hours.

U zapisnik o reklamaciji unose se sledeći podaci:

The following data shall be entered in the complaint minutes:

- naziv kupljene robe sa specifikacijom robe/pružene usluge;
- ime, prezime, adresa potrošača/primaoca usluga;
- datum kupovine robe/pružanja usluge;
- datum reklamacije;
- opis nedostatka na robi/usluzi, prema opisu potrošača;
- zahtev potrošača u vezi sa kupljenom robom/pruženom uslugom (popravka/zamena/umanjenje cene/raskid ugovora i povrat novca);
- ukoliko je potrošač zbog nedostatka na robi pretrpeo štetu, u zapisnik se unosi i visina odštetnog zahteva;
- napomene ovlašćenog lica za prijem reklamacije u vezi sa reklamacijom (posebno da li je do reklamacije došlo usled nestručnog i/ili nesavesnog rukovanja od strane potrošača)
- potpisi potrošača i lica ovlašćenog za prijem reklamacije.
- the name of the purchased goods with the specification of the goods/services provided;
- name, surname, address of the consumer/recipient of services;
- date of purchase of goods/provision of service;
- date of complaint;
- description of the defect in the goods/services, according to the consumer's description;
- consumer's request related to purchased goods/provided service (repair/replacement/price reduction/termination of contract and refund);
- if the consumer suffered damage due to a defect in the goods, the amount of the damages is also entered in the minutes;
- remarks of the person authorized to receive the complaint in connection with the complaint (in particular, whether the complaint occurred due to unprofessional and/or negligent handling by the consumer)
- signatures of the consumer and the person authorized to receive the complaint.

Prodavac je dužan da vodi evidenciju primljenih reklamacija i da je čuva najmanje dve godine od dana podnošenja reklamacija potrošača. Prilikom obrade podataka o ličnosti potrošača, prodavac postupa u skladu sa propisima kojima se uređuje zaštita podataka o ličnosti.

The seller is obliged to keep records of complaints received and keep them for at least two years from the date the consumer complaints were filed. When processing the consumer's personal data, the seller acts in accordance with the regulations governing the protection of personal data.

Prodavac je dužan da potrošaču bez odlaganja izda pisanu potvrdu ili elektronskim putem potvrdi prijem reklamacije, odnosno saopšti broj pod kojim je zavedena njegova reklamacija u evidenciji primljenih reklamacija.

The seller is obliged to issue a written confirmation to the consumer without delay or to confirm the receipt of the complaint electronically, i.e., to communicate the number under which his complaint was filed in the record of received complaints.

ROKOVI I NAČIN POSTUPANJA PRODAVCA SA PRIMLJENOM REKLAMACIJOM

DEADLINES AND SELLER'S PROCEDURE WITH RECEIVED COMPLAINTS

Član 10.

Article 10

Prodavac je dužan da bez odlaganja, a najkasnije u roku od osam dana od dana prijema reklamacije, pisanim ili elektronskim putem odgovori potrošaču na izjavljenu reklamaciju. Odgovor prodavca na reklamaciju potrošača mora da sadrži odluku da li prihvata reklamaciju, obrazloženje ako ne prihvata reklamaciju, izjašnjenje o zahtevu potrošača o načinu rešavanja i konkretan predlog u kom roku će i kako rešiti reklamaciju ukoliko je prihvata. Rok za rešavanje reklamacije ne može da bude duži od 15 dana, odnosno 30 dana za tehničku robu, od dana podnošenja reklamacije.

Prodavac je dužan da postupi u skladu sa odlukom i predlogom za rešavanje reklamacije, ukoliko je dobio prethodnu saglasnost potrošača. Rok za rešavanje reklamacije prekida se kada potrošač primi odgovor prodavca iz prethodnog stava ovog Člana i počinje da teče iznova kada prodavac primi izjašnjenje potrošača. Potrošač je dužan da se izjasni na odgovor prodavca najkasnije u roku od tri dana od dana prijema odgovora prodavca. Ukoliko se potrošač u propisanom roku ne izjasni, smatraće se da nije saglasan sa predlogom prodavca iz prethodnog stava ovog Člana.

Ukoliko prodavac iz objektivnih razloga nije u mogućnosti da udovolji zahtevu potrošača u propisanom roku, dužan je da o produžavanju roka za rešavanje reklamacije obavesti potrošača i navede rok u kome će je rešiti, kao i da dobije njegovu saglasnost, što je u obavezi da evidentira u evidenciji primljenih reklamacija. Produžavanje roka za rešavanje reklamacija moguće je samo jednom.

Ukoliko prodavac usmeno izjavljenu reklamaciju reši u skladu sa zahtevom potrošača prilikom njenog izjavljivanja, nije dužan da izda potrošaču pisanu potvrdu ili da elektronskim putem potvrdi prijem reklamacije, odnosno saopšti broj pod kojim je zavedena njegova reklamacija u evidenciji

The seller is obliged to respond to the consumer's complaint in writing or electronically without delay, and no later than within eight days from the day of receipt of the complaint. The seller's response to a consumer complaint must contain a decision as to whether he accepts the complaint, an explanation if he does not accept the complaint, a statement on the consumer's request on the manner of resolution, and a specific proposal in which deadline and how to resolve the complaint if he accepts it. The deadline for resolving the complaint cannot be longer than 15 days, or 30 days for technical goods, from the day the complaint is filed.

The seller is obliged to act in accordance with the decision and proposal for resolving the complaint if he received the consumer's prior consent. The deadline for resolving the complaint ends when the consumer receives the seller's response from the previous paragraph of this Article and starts again when the seller receives the consumer's statement. The consumer is obliged to respond to the seller's response no later than three days after receiving the seller's response. If the consumer does not make a statement within the prescribed period, it will be considered that he does not agree with the seller's proposal from the previous paragraph of this Article.

If, for objective reasons, the seller is not able to satisfy the consumer's request within the prescribed period, he is obliged to inform the consumer about the extension of the deadline for resolving the complaint and specify the deadline in which he will resolve it, as well as to obtain his consent, which he is obliged to record in records of received complaints. Extension of the deadline for resolving complaints is possible only once.

If the seller resolves a verbal complaint in accordance with the consumer's request when stating it, he is not obliged to issue a written confirmation to the consumer or to electronically confirm the receipt of the complaint, i.e., communicate the number under which his complaint was filed in the record of received

primljenih reklamacija, niti je dužan da postupi u skladu sa stavom 1 ovog Člana.

Kupac reklamirani proizvod dostavlja Trgovcu o svom trošku. Ukoliko reklamacija bude osnovana, Trgovac je dužan nadoknaditi potrošaču troškove slanja robe. Ukoliko reklamacija bude neosnovana, Trgovac nije dužan da potrošaču nadoknadi troškove slanja robe.

Proizvodi koji su dostavljeni radi reklamacije, a koji nisu propisno zapakovani ili oni kod kojih je došlo do vidljivih mehaničkih oštećenja samog proizvoda u toku transporta, neće biti preuzeti od strane Trgovca, te će biti vraćeni potrošaču o trošku potrošača.

Potrošač je dužan da proveri sastav pošiljke i stanje kupljenih proizvoda pre preuzimanja proizvoda od strane kurirske službe.

Potpisivanjem potvrde o prijemu proizvoda kurirskoj službi od strane potrošača, kojom se potvrđuje da su svi poručeni proizvodi preuzeti u ispravnom stanju i bez oštećenja, smatra se da su proizvodi isporučeni uredno i u ispravnom stanju.

ODUSTANAK OD UGOVORA KOJI JE ZAKLJUČEN NA DALJINU

Član 11.

Potrošač ima pravo da u roku od 14 dana odustane od ugovora zaključenog na daljinu, odnosno od robe kupljene putem internet stranice prodavca, potpisivanjem izjave o odustanku.

Potrošač ostvaruje pravo na odustanak od ugovora izjavom koju može dati na propisanom obrascu za odustanak od ugovora zaključenog na daljinu ili izvan poslovnih prostorija ili na drugi nedvosmislen način (u daljem tekstu: izjava o odustanku).

complaints, nor is he obligated to act in accordance with paragraph 1 of this Article.

The consumer delivers the complained good to the Trader at its own expense. If the complaint is founded, the Trader is obliged to compensate the consumer for the costs of sending the goods. If the complaint is unfounded, the Trader is not obliged to compensate the consumer for the costs of sending the goods.

Products that have been delivered for the complaint procedure and that are not properly packed or those that have visible mechanical damage to the product itself during transport, will not be taken over by the Trader, and will be returned to the consumer at the consumer's expense.

The consumer is obliged to check the composition of the shipment and the condition of the purchased products before the taking over the products from the courier service.

By signing the confirmation of receipt of the products to the courier service by the consumer, which confirms that all ordered products have been received in correct condition and without damage, it is considered that the products have been delivered properly and in correct condition.

WITHDRAWAL FROM A DISTANCE CONTRACT

Article 11

The consumer has the right to withdraw from the contract concluded at a distance within 14 days, i.e., from the goods purchased through the seller's website, by signing a withdrawal statement.

The consumer exercises the right to withdraw from the contract by making a statement on the prescribed form for withdrawal from a contract concluded at a distance or outside the business premises or in another unambiguous way (hereinafter: withdrawal statement).

Izjava o odustanku smatra se blagovremenom ako je poslata prodavcu u roku od 14 dana od dana prijema robe od strane potrošača ili trećeg lica koje je odredio potrošač, a koje nije prevoznik.

The withdrawal statement is considered timely if it is sent to the seller within 14 days from the day of receipt of the goods by the consumer or a third party designated by the consumer, who is not the carrier.

Izjava o odustanku od ugovora proizvodi pravno dejstvo od dana kada je poslata trgovcu.

The statement of withdrawal from the contract produces legal effect from the day it is sent to the trader.

Ako trgovac omogući potrošaču da elektronski popuni i pošalje obrazac za odustanak, dužan je da ga o prijemu obrasca bez odlaganja obavesti u pisanoj formi ili na drugom trajnom nosaču zapisa.

If the trader enables the consumer to fill out and send the withdrawal form electronically, he is obliged to inform him of the receipt of the form without delay in writing or on another permanent record carrier.

Trgovac je dužan da potrošaču bez odlaganja vrati iznos koji je potrošač platio po osnovu ugovora, a najkasnije u roku od 14 dana od dana prijema izjave o odustanku ukoliko trgovac istovremeno izjavom potrošača o odustanku primi i robu koja se vraća. Trgovac će odložiti povraćaj sredstava dok ne dobije robu koja se vraća ili dok potrošač ne dostavi dokaz da je poslao robu trgovcu u zavisnosti od toga šta nastupa prvo, osim u slučaju kada je trgovac ponudio da sam preuzme robu.

The trader is obliged to refund to the consumer without delay the amount paid by the consumer based on the contract, and no later than within 14 days from the day of receipt of the declaration of withdrawal if the trader simultaneously receives the returned goods with the consumer's declaration of withdrawal. The trader will delay the refund until it receives the goods to be returned or until the consumer provides proof that it sent the goods to the trader, whichever comes first, unless the trader has offered to collect the goods itself.

Potrošač je dužan da vrati robu trgovcu ili licu ovlašćenom od strane trgovca, bez odlaganja, a najkasnije u roku od 14 dana od dana kada je poslao obrazac za odustanak.

The consumer is obliged to return the goods to the trader, or a person authorized by the trader, without delay, and no later than within 14 days from the day he sent the withdrawal form.

Potrošač snosi isključivo direktne troškove vraćanja robe, osim ako se trgovac saglasio sa tim da ih on snosi ili ako nije prethodno obavestio potrošača da je potrošač u obavezi da ih plati.

The consumer bears only the direct costs of returning the goods, unless the trader has agreed to bear them or if he has not previously informed the consumer that the consumer is obliged to pay them.

VANSUDSKO REŠAVANJE POTROŠAČKIH SPOROVA

OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

Član 12.

Article 12

Ukoliko prodavac odbije reklamaciju, dužan je da potrošača obavesti o mogućnosti rešavanja spora

If the seller rejects the complaint, he is obliged to inform the consumer about the possibility of settling the dispute out-of-court and about the

vansudskim putem i o nadležnim telima za vansudsko rešavanje potrošačkih sporova.

competent bodies for the out-of-court settlement of consumer disputes.

Lista tela za vansudsko rešavanje sporova: <https://vansudsko.mtt.gov.rs/adrbodies>

List of out-of-court settlement dispute bodies: <https://vansudsko.mtt.gov.rs/adrbodies>

Član 13.

Article 13

Potrošački spor može se rešiti vansudskim rešavanjem potrošačkih sporova pred nadležnim telima.

A consumer dispute can be resolved by out-of-court settlement of consumer disputes before the competent bodies.

Tela su lica koja imaju svojstvo posrednika, u skladu sa zakonom kojim se uređuje posredovanje u rešavanju sporova, koja su diplomirala na pravnom fakultetu, stekla nakon diplomiranja dve godine iskustva u građanskopravnoj materiji i koja su upisana u listu tela koju vodi nadležno Ministarstvo.

Bodies are individuals who have the capacity of mediators, in accordance with the law regulating mediation in resolving disputes, who graduated from the Faculty of Law, gained two years of experience in civil law matters after graduation and who are registered in the list of entities maintained by the competent Ministry.

PRAVO NA VANSUDSKO REŠAVANJE SPOROVA

RIGHT TO OUT-OF-COURT DISPUTE SETTLEMENT

Član 14.

Article 14

Postupak pred telom može da pokrene potrošač samo ukoliko je prethodno izjavio reklamaciju ili prigovor trgovcu.

The procedure before the body can be initiated by the consumer only if he has previously filed a complaint or objection to the trader.

Trgovac je obavezan da učestvuje u postupku vansudskog rešavanja potrošačkih sporova pred telom.

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

Trgovac je dužan da na prodajnom mestu vidno i jasno istakne obaveštenje da je po zakonu obavezan da učestvuje u postupku vansudskog rešavanja potrošačkih sporova.

The trader is obliged to visibly and clearly display at the point of sale a notice that he is obliged by law to participate in the out-of-court settlement of consumer disputes.

Vansudsko rešavanje potrošačkog spora u skladu sa zakonom može da traje najduže 90 dana od dana podnošenja predloga.

The out-of-court settlement of a consumer dispute in accordance with the law may last no longer than 90 days from the date of submission of the proposal.

Izuzetno od stava 4. ovog člana, u opravdanim slučajevima kada je predmet spora složen, rok od 90 dana se može produžiti za najviše još 90 dana, o čemu telo bez odlaganja obaveštava potrošača i trgovca.

As an exception to paragraph 4 of this Article, in justified cases where the subject of the dispute is complex, the 90-day period may be extended by a maximum of another 90 days, of which the body shall notify the consumer and the trader without delay.

Potrošač može odustati od daljeg učešća u vansudskom rešavanju potrošačkog spora do okončanja postupka.

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

Vansudsko rešavanje potrošačkih sporova, ne primenjuje se:

Out-of-court settlement of consumer disputes does not apply:

- za rešavanje sporova po procedurama koje je ustanovio sam trgovac;
- kod neposrednih pregovora između potrošača i trgovca;
- prilikom nastojanja sudija da spor u toku sudskog postupka reše mirenjem strana;
- u postupcima koje je trgovac pokrenuo protiv potrošača;
- u sporovima čija vrednost prelazi 500.000 dinara.

- for resolving disputes according to the procedures established by the trader himself;
- in direct negotiations between the consumer and the trader;
- when the judge tries to resolve the dispute during the court proceedings by mediation of the parties;
- in proceedings initiated by the trader against the consumer;
- in disputes whose value exceeds 500,000 RSD.

PRELAZNE I ZAVRŠNE ODREDBE

TRANSITIONAL AND FINAL PROVISIONS

Član 15.

Article 15

Na sve što nije posebno regulisano ovim Pravilnikom, shodno će se primenjivati relevantne odredbe zakona.

For everything that is not specifically regulated by this Rulebook, the relevant provisions of the law will be applied accordingly.

Član 16.

Article 16.

Ovaj Pravilnik stupa na snagu danom donošenja i od istog dana se primenjuje.

This Rulebook enters into force on the day of its adoption and is applied from the same day.

Pravilnik će se objaviti na internet stranici www.gevorest.rs i istaći u maloprodajnim objektima: GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor.

The Rulebook will be published on the website: www.gevorest.rs and displayed in retail stores: GEVOREST BEO Store, Vojislava Ilića 141, Beograd 11000, Serbia, Beo Shopping Center, 2nd Floor.

Za Društvo/For the Company:



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