

COMPLAINTS PROCEDURE

of Gift retail s.r.o.

1. INTRODUCTORY PROVISIONS

1.1. This Complaints Procedure governs the method and conditions for exercising rights arising from defective performance and for handling complaints regarding goods supplied by the company:

Gift retail s.r.o.

Pod Harfou 938/60

Vysočany

190 00 Prague 9

Company ID No.: 05523982

(hereinafter the “Seller”).

1.2. This Complaints Procedure applies to purchase agreements concluded between the Seller and the Buyer, both with consumers and with entrepreneurs, whereby the rights of consumers arising from applicable legal regulations are not affected by this Complaints Procedure.

1.3. This Complaints Procedure forms part of the information provided to Buyers before the conclusion of the purchase agreement and follows on from the Seller’s General Terms and Conditions.

2. INSPECTION UPON TAKEOVER OF THE CONTAINER

2.1. Upon takeover of the container, the Buyer is obliged to carry out a reasonable inspection of it, in particular to verify its apparent condition and its conformity with the confirmed offer, to the extent that these facts can be ascertained upon takeover.

2.2. Upon takeover, the Buyer should check in particular:

- that the delivered type and design of the container matches the confirmed offer,
- visible mechanical damage,
- the condition and functionality of the doors,
- the functionality of the locking mechanisms,
- any obvious damage arising during transport.

2.3. Obvious defects or damage should be recorded in the handover protocol, the transport document or in another demonstrable manner.

2.4. If, upon takeover of the container, the Buyer does not state obvious defects, damage or other obvious shortcomings, this fact may be taken into account when assessing a complaint raised later. This does not affect the Buyer’s rights arising from defective performance to the extent laid down by the applicable legal regulations, in particular rights concerning defects that could not be ascertained upon takeover.

3. METHOD OF LODGING A COMPLAINT

3.1. A complaint may be lodged by e-mail at obchod@coolainers.cz or in writing at the Seller’s registered office:

Gift retail s.r.o.

Pod Harfou 938/60

Vysočany

190 00 Prague 9

3.2. Given the nature, dimensions and weight of the containers, it is advisable to contact the Seller in advance and agree on the further procedure before any physical handover or provision of access to the container.

3.3. For prompt assessment of the complaint, the complaint should contain in particular:

- identification of the Buyer and contact details,
- the order, offer or invoice number, or another detail enabling identification of the purchase agreement,
- identification of the container complained of, if available,
- a specific description of the defect complained of,
- information on when the defect was discovered,
- photographic or other documentation capturing the defect complained of, where such documentation can be produced given its nature.

3.4. If the complaint does not contain sufficient information for its assessment, the Seller may ask the Buyer to supplement it.

4. WHAT IS CONSIDERED A DEFECT

4.1. A defect is considered to be, in particular, a condition or property of the container that does not correspond to its agreed or declared condition stated in the purchase agreement, the confirmed offer or other documentation of the Seller.

4.2. A defect may be considered to be, for example:

- leakage of the container contrary to its declared condition,
- non-functional doors or parts thereof,
- a non-functional locking mechanism,
- structural damage that does not correspond to the declared condition of the container and prevents its normal use,
- delivery of a different type or design of container than was agreed.

5. WHAT IS NOT CONSIDERED A DEFECT

5.1. For used containers, facts that correspond to their age, declared condition or previous use of the specific container are not considered defects. These are in particular:

- normal wear and tear corresponding to age and previous use,
- dents, scuffs, scratches and traces of repairs corresponding to the declared condition,
- differences in shade or intensity of colour,
- remnants of original markings, inscriptions or other identification elements,
- aesthetic imperfections that do not limit the functionality of the container.

5.2. Likewise, a fact of which the Buyer was expressly informed before the conclusion of the agreement, or which was evident from the offer, description or photographic documentation of the specific container, is not considered a defect.

5.3. Shipping containers are industrial products. Their appearance and aesthetic condition must always be assessed with regard to their category, age, previous use and declared condition.

6. SPECIFICS OF INDIVIDUAL CONTAINER CONDITIONS

6.1. One Trip / First Trip

The container may show minor signs of handling, loading, unloading, transport or storage. Minor cosmetic defects corresponding to this type of use are not in themselves a defect, provided the container otherwise corresponds to the declared condition.

6.2. Cargo Worthy (CW)

This is a used container fit for the transport of cargo to the extent corresponding to its declared condition. Normal operational wear and aesthetic imperfections corresponding to previous use can be expected.

6.3. Wind and Watertight (WWT)

This is a used container that, under normal use, is resistant to the penetration of wind and water, taking into account its specific age, wear and declared condition. For this category, an aesthetic condition corresponding to a new or One Trip container is not guaranteed.

6.4. As Is

The container is sold in the condition in which it is found as of the date of sale, taking into account its specific age, wear and the condition described in the Seller's offer. The designation "As Is" represents a designation of the actual or declared condition of the container and does not in itself limit the consumer's statutory rights arising from defective performance.

7. ASSESSMENT OF THE COMPLAINT

7.1. For the purpose of assessing the complaint, the Seller is entitled in particular to:

- request additional information or documentation,
- request photographic documentation,
- carry out its own inspection of the container,
- entrust an expert or other qualified person with assessing the defect complained of.

7.2. The Buyer is obliged to provide reasonable cooperation necessary for the assessment of the complaint.

7.3. If, given the nature of the defect complained of, an inspection of the container is necessary, the Buyer is obliged to allow the Seller or a person authorised by the Seller access to the container within a reasonable period following prior agreement.

8. BUYER'S RIGHTS AND METHOD OF SETTLING THE COMPLAINT

8.1. If the complaint is recognised as justified, the Buyer's rights arising from defective performance are governed by the applicable legal regulations and the nature of the specific defect.

8.2. Depending on the nature of the defect and under the conditions laid down by the applicable legal regulations, the Buyer may demand in particular:

- removal of the defect by repair,
- delivery of a new item or replacement of its defective part, where possible and reasonable,
- a reasonable discount on the purchase price,
- withdrawal from the purchase agreement.

8.3. The specific method of settling the complaint will be assessed with regard to the nature of the defect complained of, the possibilities of remedying it and the Buyer's rights arising from the applicable legal regulations.

9. TIME LIMIT FOR SETTling THE COMPLAINT

9.1. If the Buyer is a consumer, the complaint, including the removal of the defect, will be settled and the consumer will be informed of its settlement no later than within 30 days from the date it was lodged, unless the Seller and the consumer agree on a longer period.

9.2. The Buyer will be informed of the method of settling the complaint via the contact details provided when lodging it.

9.3. When lodging a complaint, the Seller will provide the consumer with confirmation of its receipt to the extent laid down by the applicable legal regulations. After the complaint has been settled, the Buyer will be informed of the method of its settlement.

10. DEFECTS AND DAMAGE ARISING AFTER TAKEOVER OF THE CONTAINER

10.1. The Seller is not liable for defects or damage to the container that arose after its takeover as a result of:

- incorrect placement of the container,
- unsuitable or insufficiently load-bearing ground,
- unprofessional modifications carried out by the Buyer or a third party,
- incorrect use or maintenance,
- normal wear and tear,
- other action or omission that led to the occurrence of the defect or damage.

10.2. This does not affect the statutory rights of the Buyer, in particular the consumer, arising from defective performance.

11. FINAL PROVISIONS

11.1. This Complaints Procedure takes effect on the date of its publication on the website buy.cooltainers.cz.

11.2. The rights of consumers arising from the applicable legal regulations of the Czech Republic are not affected by this Complaints Procedure.

11.3. In the event of a conflict between this Complaints Procedure, the General Terms and Conditions and the mandatory provisions of legal regulations, the relevant provisions of the legal regulations shall apply.