

GENERAL TERMS AND CONDITIONS FOR THE SALE OF CONTAINERS

1. INTRODUCTORY PROVISIONS

These general terms and conditions (hereinafter the “GTC”) govern the rights and obligations between the company Gift retail s.r.o., with its registered office at Pod Harfou 938/60, Vysočany, 190 00 Prague 9, Company ID No.: 05523982, VAT No.: CZ05523982, registered under file No. C 265118 kept by the Municipal Court in Prague (hereinafter the “Seller”), and buyers in the sale of shipping, storage, modular and individually customised containers via the website buy.cooltainers.cz.

1.2. These GTC form an integral part of every purchase agreement concluded between the Seller and the Buyer.

2. ENQUIRY, ORDER AND CONCLUSION OF THE PURCHASE AGREEMENT

2.1. The information provided on the Seller’s website is for informational purposes only and does not constitute a proposal to conclude a purchase agreement.

2.2. Submitting a form, an enquiry or a contact form does not constitute a binding order or the conclusion of a purchase agreement.

2.3. Based on the enquiry, the Seller prepares an individual offer for a specific container or solution.

2.4. The purchase agreement is formed at the moment the offer is confirmed in writing by both parties, or by the issuance and payment of an advance invoice, where the circumstances of the case indicate an intention to conclude the agreement.

3. PRICE OF THE GOODS

3.1. The price of the container is determined individually according to:

- a) the type of container,
- b) the condition of the container,
- c) the age of the container,
- d) current availability,
- e) the scope of any modifications.

3.2. Prices stated in articles, advertising materials or marketing campaigns are valid only for the stated period or the specific offer.

3.3. Transport is not included in the price unless expressly stated otherwise.

4. PAYMENT TERMS

4.1. Unless agreed otherwise, the purchase price is payable in the amount of 100% before dispatch or handover of the container.

4.2. The Seller is not obliged to deliver the goods before the purchase price has been paid in full.

4.3. All payments are deemed to have been made at the moment the full amount is credited to the Seller's bank account.

5. RETENTION OF TITLE

5.1. Ownership of the container passes to the Buyer only upon full payment of the purchase price.

5.2. Until then, the container remains the property of the Seller.

6. SPECIFICS OF SHIPPING CONTAINERS

6.1. The Buyer acknowledges that shipping containers are industrial products intended primarily for logistics and the transport of cargo.

6.2. Containers may exhibit:

- scuffs
- scratches
- dents
- weld repairs
- differences in paint shade
- remnants of original markings
- signs of handling

6.3. These facts do not constitute a defect of the goods.

6.4. The designation One Trip or First Trip means a container after a single transport journey from the manufacturing plant. Such a container may bear minor signs of handling or transport.

6.5. The designation Cargo Worthy (CW) means a used container fit for transport.

6.6. The designation Wind and Watertight (WWT) means a used container resistant to wind and rain, not a container in an aesthetic condition corresponding to a new product.

6.7. The designation As Is means the sale of the container in the condition in which it is found as of the date of sale.

7. DELIVERY AND TRANSPORT

7.1. The delivery date is determined individually according to the type of goods, their availability and production capacity.

7.2. For containers in stock, the standard delivery time is usually a matter of several business days from receipt of payment. For containers manufactured to order or individually customised, the delivery time may be several weeks or months.

7.3. The Seller shall not be liable for delays caused by force majeure, lack of production capacity, transport restrictions, port operations, government interventions or other circumstances beyond its reasonable control.

7.4. Transport is priced individually according to the place of delivery, the type of container and the method of unloading.

7.5. The Buyer is obliged to ensure:

a) sufficient access for the truck,

- b) a safe handling area,
- c) suitable and sufficiently load-bearing ground,
- d) compliance with local regulations and restrictions.

7.6. If it is not possible to safely unload the container for reasons on the Buyer's side, the transport is deemed to have been carried out and the Buyer is obliged to pay the costs associated with the unsuccessful trip, vehicle waiting time or repeated delivery.

7.7. The risk of damage to the goods passes to the Buyer at the moment of taking over the goods, or at the moment the Buyer unjustifiably refuses to take over the goods.

8. TAKING OVER THE GOODS

8.1. The Buyer is obliged to inspect the goods upon takeover.

8.2. Obvious defects, damage arising during transport, or discrepancies from the confirmed offer must be recorded by the Buyer in the handover protocol or transport document.

8.3. Objections regarding obvious defects raised later need not be taken into account.

8.4. By signing the handover protocol, the Buyer confirms takeover of the goods in the corresponding condition, unless the Buyer states reservations in the protocol.

9. LIABILITY FOR DEFECTS AND COMPLAINTS

9.1. The Seller is liable that, upon takeover, the goods correspond to the agreed condition stated in the offer or purchase agreement.

9.2. The following are not considered defects:

- a) normal wear and tear corresponding to the age of the container,
- b) dents, scuffs, scratches and traces of repairs corresponding to the declared condition,
- c) differences in colour shade,
- d) remnants of original markings or logistics,
- e) aesthetic imperfections that do not limit the functionality of the container.

9.3. For used containers, facts corresponding to their age, category and previous use cannot be the subject of a complaint.

9.4. A complaint must be filed without undue delay after the defect is discovered.

9.5. A complaint must contain:

- a) identification of the Buyer,
- b) the order or invoice number,
- c) a description of the defect,

d) photographic documentation.

9.6. The Seller shall assess the complaint within the statutory period or within a period appropriate to the nature of the defect complained of.

10. INDIVIDUAL CONTAINER CONVERSIONS

10.1. Container conversions are carried out on the basis of the Buyer's individual specification.

10.2. The process may include a technical design, project documentation, visualisation or another scope of preparatory work.

10.3. The technical solution, scope of work, price and delivery date are always addressed by an individual offer or a separate agreement.

10.4. Once the design is approved by the Buyer, the technical solution is deemed to be agreed.

11. WITHDRAWAL FROM THE AGREEMENT

11.1. A Buyer who is an entrepreneur is not entitled to withdraw from the purchase agreement without cause after its conclusion, unless a legal regulation provides otherwise. Details of the procedure for complaints, deadlines and the exercise of rights arising from defective performance are governed by a separate Complaints Procedure available on the Seller's website.

11.2. The Seller is entitled to withdraw from the agreement in particular in the event of:

- a) the Buyer's delay in payment,
- b) provision of false information,
- c) impossibility of performance due to force majeure.

11.3. In the case of individually manufactured or customised containers, the Seller may demand reimbursement of the costs already incurred.

12. PROVISIONS FOR CONSUMERS

12.1. If the Buyer is a consumer, relations not governed by these GTC are governed by the relevant provisions of the Civil Code and consumer protection legislation.

12.3. The consumer has the right to out-of-court settlement of a consumer dispute. The competent body is the Czech Trade Inspection Authority (ČOI). Further information, including the form for submitting a proposal, is available from the ČOI at www.coi.cz.

13. PROTECTION OF PERSONAL DATA

13.1. The Seller processes the personal data of Buyers for the purpose of handling enquiries, concluding and performing the purchase agreement, fulfilling legal obligations and protecting legitimate interests.

13.2. The scope and conditions of the processing of personal data are set out in a separate Privacy Policy document published on the Seller's website.

14. FINAL PROVISIONS

14.1. All legal relations between the Seller and the Buyer are governed by the laws of the Czech Republic.

14.2. If the Buyer is an entrepreneur, the contracting parties agree on the local jurisdiction of the court according to the Seller's registered office.

14.3. The Seller is entitled to amend or supplement these GTC to a reasonable extent. For agreements already concluded, the wording of the GTC in effect on the date of conclusion of the purchase agreement shall apply.

14.4. These General Terms and Conditions take effect on the date of their publication on the website buy.cooltainers.cz.