

# Complaints Procedure

Of the **Coca-Cola HBC Česko a Slovensko, s.r.o.** trading company, with the registered office at: Prague 9-Kyje, Českobrodská 1329, Postcode 198 21, Company Registration No. 411 89 698, Tax Identification No. CZ41189698, incorporated in the Companies Register with the Municipal Court in Prague, Section C, File No. 3595 (hereinafter referred to as “**CCHBC**” or the “**Seller**”).

## I. General Provisions

1. The Complaints Procedure was prepared in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**NCC**”) and Act No. 634/1992 Coll., on Consumer Protection, as amended (hereinafter the “**Act**”) and **applies to products - drinks (hereinafter referred to as the “Goods”)** sold by the Seller through self-service drink vending machines (hereinafter referred to as “**Machine**”) that are subject to a warranty claim exercised by the Buyer seeking his/her rights based on the liability for defects (hereinafter referred to as the “**Complaint**”).

## II. Seller’s Liability

1. The Seller shall be liable to the Buyer for the supply of Goods and for the Goods being free of any defects upon their acceptance. In particular, the Seller shall be liable for:
  - the Goods being of adequate quality, quantity, scope or weight, and
  - the Goods complying with the legislative requirements,at the time when the Buyer accepted the Goods.

## III. Rights Based on the Liability for Defects of Goods

1. The Buyer may lodge a Complaint about the Goods by phone **on the Seller's free customer support line on telephone number 283 015 666**, displayed on each Machine, or possibly in person, or in writing at the registered office of the Seller – Prague 9 Kyje, Českobrodská 1329, Postcode 198 21.

## IV. Warranty Period

1. The Seller shall provide a warranty on the sold Goods at the duration of the period of the minimum storage life, indicated (displayed) on the packaging of the Goods.

## V. Rights Associated with Defective Goods.

1. If the Goods lack properties referred to in the Article - Seller’s Liability, or the Seller fails to supply the Goods to the Buyer (malfunction of the Machine – the Buyer pays the purchase price of the Goods /inserts a coin matching the purchase price of the Goods into the Machine but the Machine does not release the Goods), the Seller shall supply new (defect-free) Goods to the Buyer or refund the paid purchase price of the Goods to the Buyer, based on the decision of the Seller following the legitimacy of the Buyer’s requirements and after taking into account the actual situation.
2. The Buyer shall be entitled to withdraw from the contract in all cases referred to in the NCC and the Act. The withdrawal shall come into effect in relation to the Seller at the moment when he is submitted or delivered the Buyer’s statement of withdrawal from the contract, if all of the legal conditions under Section 2001 et Seq. of the NCC have been complied with. In the case of the withdrawal from the contract, the contract shall be cancelled with ex tunc effect, and the contracting parties shall be obliged to return to each other everything they have provided one another with under this contract.

## VI. Settlement of the Complaint

1. The Customer shall be obliged to complain to the Seller about the non-supply of the Goods after the payment of the purchase price of the Goods (malfunction of the Machine), without undue delay. The Buyer shall be obliged to exercise claims relating to other defects with the Seller within the warranty period.
2. The lodged Complaint must include:
  - a) The identification of the Buyer and his/her contact details (first name and surname, possibly an e-mail address or telephone number and an account number);
  - b) The specification of the location of the Machine, the subject of the Complaint, the date and time when the item was bought, or possibly when coins were inserted into the Machine, or possibly a description of other facts relevant to the Complaint;
3. If the Complaint does not contain the particulars referred to in Sub-section 2 above, the Buyer shall be invited by the Seller to supplement it within a reasonable period of time.
4. Upon the lodging of the Complaint the worker of the Seller's Customer Service Centre shall inform the Buyer about the "SPOC ticket" number under which the Complaint has been registered with the Seller.
5. If the purchase price of the non-supplied Goods/Goods under complaint does not exceed CZK 50.00, the complaint shall usually be dealt with immediately upon its lodging; in more complicated cases the complaint shall be dealt with within 10 days from the date of its lodging, where no later than on the last day of this period the Buyer shall be sent information (posted with a postal service, sent by e-mail) by the Seller as to how the Complaint has been settled. After the lapse of such period, the Buyer shall be awarded the same rights as if a substantial breach of a contract occurred.
6. If the Complaint is unjustified, the Buyer shall be informed by the Seller about such and the reason why the Complaint has been rejected by the Seller shall be explained to him/her.

## VII. Final Provisions

1. **The Seller shall inform the Buyer that the competent body for out-of-court settlement of consumer disputes arising from the purchase of goods within the meaning of Section 14 of the Act is the Czech Trade Inspection Authority, the Central Inspectorate – ADR Department, with the seat at Štěpánská 15, 120 00 Prague 2, e-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz).**
2. The Seller is committed to protecting the personal data provided to him by the Buyer in accordance with the Act on Protection of Personal Data (Act No. 101/2000 Coll.). The provided personal data are used for registration of complaints and informing the customer about the facts, directly related to his/her complaint. The personal data provided by the Buyer are securely protected against misuse.
3. This Complaints Procedure is available on the Seller's website <https://cz.coca-colahellenic.com/cz/> and can be viewed at the reception of the registered office of the Seller.

This Complaints Procedure shall become valid and effective on January 1, 2016 and shall supersede all previous versions. The Complaints Procedure may be subject to change.