



Complaint Procedure Allegro Retail a.s.

1. INTRODUCTORY PROVISIONS

- 1.1. This Complaint Procedure (hereinafter referred to as the „Complaint Procedure“) regulates the procedure for complaints about Services provided by Allegro Retail a.s., ID No: 08553866, residing at U garází 1611/1, 170 00 Prague 7, registered in the Commercial Register kept by the Municipal Court in Prague, Section B, register inlay number 24730 (hereinafter as the „**Forwarder**“).
- 1.2. Capitalized terms not defined herein shall have the meaning ascribed to them in the Forwarder's General Terms and Conditions (hereinafter referred to as „**GTC**“).

2. SERVICE DEFECTS

- 2.1. For the purposes of this Complaint Procedure, a defect in the Services means damage, destruction or loss of a Shipment.
- 2.2. Damage to the Shipment means damage to the contents of the Shipment that can be repaired or that cannot be repaired if the contents of the Shipment can be used for its originally intended purpose without repair. Destruction of the Shipment means damage to the contents of the Shipment that cannot be repaired and as a result of which the contents of the Shipment cannot be used for its originally intended purpose. Partial loss of the Shipment contents means the loss of part of the contents of the Shipment due to damage to the packaging by the Forwarder in the provision of the Services.
- 2.3. The Customer is obliged to ensure that the Recipient inspects the Shipment upon receipt and immediately notifies the Forwarder in case of obvious damage, noticeable on the surface of the Shipment packaging. Further handling of the damaged Shipment must be carried out in accordance with the Forwarder's instructions.
- 2.4. Loss of the Shipment means the failure to deliver the Shipment to the Recipient, even after 30 days from the day on which the notifications of the loss were delivered to the Recipient. The Forwarder is entitled, but not obliged, to shorten this period in writing in individual cases.
- 2.5. The Customer shall inform the Forwarder about the fact that the Shipment has not been delivered to the Recipient, in writing no later than 7 days after the date on which the Shipment should have been delivered to the Recipient in accordance with the Contract.

3. SERVICE DEFECT CLAIMS

- 3.1. If damage, destruction or partial loss of the contents of the Shipment is not evident upon its delivery and acceptance by the Recipient, the Customer shall be obliged to claim the Shipment without undue delay after discovering the damage to the Shipment, but no later than within 2 working days from the delivery of the Shipment. Any later claim will be disregarded.
- 3.2. Any claims must be made in writing, via email sent to reklamace@wedo.cz. The claim must specify the relevant Contract, the Shipment in question and the description of damage to the Shipment, including the extent of damage.
- 3.3. The Customer is obliged to allow the Forwarder to ascertain the extent of the damage. For this reason, the Customer is obliged to ensure that the Shipment is not tampered with in any way and that the packaging of the Shipment in which it was delivered is preserved. For the same reason, the Shipment may not be disposed of or transported to another location after unpacking without the Forwarder's consent. In case of damaged Shipments, the Customer and the Recipient shall also allow a representative of the Forwarder's insurance company to inspect the Shipment. The Forwarder reserves the right to collect the Shipment from the Recipient for inspection and the Recipient is obliged to hand over the Shipment to the Forwarder for this purpose.
- 3.4. If a claim has been duly and timely made by the Customer in accordance with the terms and conditions set out in this Complaint Procedure, the Forwarder shall respond to the claim within 30 days from the date of its submission.
- 3.5. The Forwarder is also entitled to settle any claims electronically, by e-mail, video call or other means of remote communication.
- 3.6. The Customer shall claim compensation from the Forwarder in writing on the basis of the claim accepted by the Forwarder.
- 3.7. The process of claiming damages, including the time duration for claiming damages and determining the amount of damages, is further governed by the Forwarder's GTC.

This Complaint Procedure shall enter into force on 11 November 2020.

