



GENERAL TERMS AND CONDITIONS

Information:

Business name:	GEVIZO s.r.o.
Registered office:	Libušská 620/25, Písnice, 142 00 Prague 4
Company ID:	07718128
VAT number:	CZ07718128

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 306224 (hereinafter referred to as **the "Seller"**)

Seller's contact details:

Delivery address:	EVBIKE, Areál YUGO 10F Bystrá 761/10 193 00 Prague 20 – Horní Počernice (hereinafter referred to as the "contact address")
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Email address:	info@evbike.cz (hereinafter referred to as the "contact email")
Telephone:	(+420) 773744102 (hereinafter referred to as the "contact telephone number")

1. Introductory provisions

- 1.1. These terms and conditions (hereinafter referred to as **the "Terms and Conditions"**) within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as **the "Civil Code"**), govern the relations between the contracting parties to a purchase contract concluded via a web interface in online shops operated by the seller. All relations between the buyer and the seller are governed by the Terms and Conditions and, where not governed by them, by the Civil Code and, if the contracting party is a consumer, also by Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 1.2. For the purposes of these Terms and Conditions, the following definitions apply:
 - a) **a consumer buyer** - a natural person who, when concluding and performing a contract, is not acting within the scope of their business activities or within the scope of their independent professional activities,

- b) **a business buyer** - any person who concludes a contract in connection with their own business, manufacturing or similar activity or in the independent exercise of their profession, or a person who acts on behalf of or on account of a business buyer,
 - c) **buyer** - a consumer buyer or a business buyer who concludes a purchase contract with the seller via a web interface in online shops operated by the seller or by means of another means of distance communication enabled by the seller,
 - d) **purchase agreement** – purchase agreement, licence agreement, contract for work, service agreement, or other agreement concluded between the seller and the buyer in accordance with these terms and conditions,
 - e) **goods** - motors, accumulators (batteries), electric bicycles and other goods listed in online shops operated by the seller,
 - f) **services** – services offered in online stores operated by the seller, primarily technical support, servicing and other similar services.
- 1.3. A buyer who provides a company registration number when entering identification or billing information is **considered a business buyer** for the purposes of assessing the nature of the relationship between the seller and the buyer. The buyer understands this, agrees with the above method of distinction and undertakes not to provide a company registration number if, when concluding and performing the purchase contract, they are not acting within the scope of their business activities or within the scope of their independent professional practice.
- 1.4. **By sending the order, the buyer confirms that they have read and expressly agree to these terms and conditions and the seller's complaints procedure, as valid and effective at the time of sending the order.** The seller shall send a copy of the terms and conditions and complaints procedure to the buyer together with the order confirmation to the email address provided by the buyer in the order.
- 1.5. The provisions of the Terms and Conditions are an integral part of the Purchase Agreement. Any provisions in the Purchase Agreement that deviate from the wording of the Terms and Conditions shall take precedence over the provisions of the Terms and Conditions. The Purchase Agreement shall be concluded in the Czech language, unless the Buyer and Seller expressly agree otherwise. If the purchase agreement is drawn up in multiple language versions, in the event of a discrepancy between the wording of the purchase agreement in Czech and another language, the Czech wording shall prevail.

2. Order and conclusion of the purchase contract

- 2.1. The buyer may conclude the contract by accepting the proposal to conclude the contract on the web interface operated by the seller by placing the required goods or services in the shopping cart or by accepting the proposal to conclude the contract by means of another means of distance communication provided by the seller, in particular by telephone or e-mail. Before the buyer confirms the order, they have the right to change the requested goods or services, delivery and method of payment, as well as to check all the information they have entered in the order. Further information about

the individual technical steps leading to the conclusion of the purchase contract are provided on the website interface. **The purchase contract is concluded at the moment the seller sends confirmation of receipt of the order to the email address provided by the buyer, whereby the seller is not obliged to confirm the received order in this manner.** The seller is not liable for any errors in data transmission.

- 2.2. The presentation of goods on the website is for informational purposes only and does not constitute an offer on the part of the seller (i.e. Section 1732 of the Civil Code does not apply), and **the seller is not obliged to confirm an order received for goods presented in this manner. If the buyer's order has not been confirmed by the seller, the seller is not obliged to deliver the ordered goods or services to the buyer. An offer marked as "special offer" is valid until stocks are exhausted or until the end of such an offer stated on the website or until the offer is revoked or further updated.** This does not affect the position of the buyer as a consumer under Section 1810 et seq. of the Civil Code.
- 2.3. **If the subject of the purchase contract is the provision of a service, by placing an order, the buyer expressly agrees to this and expressly requests the seller to commence the provision of the service before the expiry of the 14-day period for withdrawal from the contract, immediately after the conclusion of the contract, unless the buyer states otherwise in the order.**
- 2.4. **If the subject matter of the contract is the delivery of digital content that is not on a tangible medium, the buyer acknowledges and agrees that this content will be delivered to them before the expiry of the 14-day withdrawal period, immediately after the conclusion of the contract, unless the buyer specifies otherwise in the order.**
- 2.5. The seller is always entitled to ask the buyer for additional confirmation or completion of the order or verification of the buyer's identity and to provide the buyer with a reasonable period of time to do so. Until the buyer confirms or completes the order or verifies their identity, the order or purchase contract is considered invalid. In the event of any deficiency, in particular incompleteness or inconsistency of data on persons authorised to act on behalf of the buyer, the seller is entitled to disregard the order.
- 2.6. The buyer agrees to the use of means of distance communication when concluding the purchase contract. **The costs incurred by the buyer when using means of distance communication in connection with the conclusion of the purchase contract (in particular the costs of internet connection, telephone calls) shall be borne by the buyer.** These costs do not differ from the basic rate.
- 2.7. In the event of an obvious error on the part of the seller when stating the price of goods on the website or during the ordering process, **the seller is not obliged to deliver the goods to the buyer at this obviously incorrect price.**

- 2.8. The seller shall notify the buyer **if the price stated for the goods on the website or during the ordering process is no longer valid**. If the buyer does not agree to the price increase, the seller reserves the right to withdraw from the purchase contract.
- 2.9. The buyer may **cancel an order** that has not yet been confirmed by the seller by telephone or email to the seller's contact telephone number or email address. **All orders are binding after the seller sends confirmation of receipt of the order to the email address provided by the buyer**. Even a binding order can be cancelled after prior agreement with the seller. If the order is not cancelled before dispatch and is dispatched, the buyer may be required to reimburse the costs associated with the dispatch and return of the goods caused by the cancellation of the order.
- 2.10. The concluded purchase contract is archived by the seller for at least five years from its conclusion, but no longer than the period specified by the relevant legal regulations.

3. Payment terms

- 3.1. Purchase prices are presented as final, including all taxes (e.g. VAT) and fees, except for costs associated with packaging and delivery of goods, which are a separate item listed in the order.
- 3.2. **Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with packaging and delivery of the goods, the amount of which is stated on the website and will be stated in the order and in the confirmation of its acceptance**. Unless expressly stated otherwise, the purchase price also includes these costs associated with the delivery of the goods.
- 3.3. The buyer shall specify the method of payment in the order (which shall also specify any additional charges associated with the selected method of payment). In addition to the other methods specified on the website, the buyer may pay the purchase price to the seller using one of the following methods:
- in cash upon delivery or personal collection
 - cashless before delivery of goods based on a pro forma invoice
 - cashless after delivery of goods based on an invoice issued by the seller

The seller is entitled to refuse cashless payment after delivery of the goods. This method of payment is usually reserved for buyers who have concluded a **Contract on Terms and Conditions** with the seller. The seller is entitled to refuse the choice of payment method based on an issued invoice if they have outstanding receivables from the buyer or if the total value of goods or services purchased by the buyer that have not yet been paid exceeds the amount specified in Annex 1 of the Terms and Conditions Agreement.

The Seller also has the right to refuse payment based on an issued invoice to a Buyer who is listed in any register of debtors, has been declared bankrupt, or whom the Seller otherwise finds to have failed to fulfil their obligations to any third party. Unless otherwise agreed, the invoice is attached to the goods together with the delivery note.

- 3.4. In the case of cash or cash on delivery payments, the purchase price is payable upon receipt of the goods. In the case of cashless payments by advance invoice, the purchase price is payable within five working days of the conclusion of the purchase contract. In the case of payment based on an invoice issued by the seller, the purchase price is payable within 14 days of the invoice date. The purchase price is paid when the relevant amount is credited to the seller's account. If cashless payment is chosen, the buyer is obliged to state the variable symbol, which is the order number, when paying the purchase price.
- 3.5. The buyer who is an entrepreneur is obliged to pay the seller a contractual penalty of 0.05% of the amount due for each day of delay in paying the purchase price. This does not affect the seller's claim for compensation for damage incurred as a result of this delay by the buyer. The contractual penalty is payable within 10 days of the issue of a separate invoice.
- 3.6. In the event of the buyer's delay in payment of the purchase price, the seller is entitled to suspend the performance of further purchase contracts until all the buyer's due obligations have been paid.

4. Delivery terms

- 4.1. The buyer is obliged to specify the place and method of delivery of the goods when ordering goods or services, and these will always be stated in the order.
- 4.2. The following provisions apply to business buyers:
 - The place of performance of the purchase contract is the seller's place of business.
 - Based on an agreement between the contracting parties, the seller may arrange for the transport of goods and insurance of goods during transport for the buyer. The buyer is obliged to pay the price of transport and insurance according to the valid tariff of the carrier. The delivery of goods to the buyer is considered to be the handover of goods to the first carrier. Upon delivery of the goods, the risk of damage to the goods passes to the buyer.
- 4.3. Goods that are in stock shall be dispatched by the seller in accordance with the information provided in the seller's online store and depending on the time of receipt of the order in the case of cash on delivery or personal collection of the goods. In the case of payment by bank transfer to the seller's account, the seller shall dispatch the goods in stock without undue delay after the purchase price has been credited to the seller's account. Partial delivery of the ordered goods is permissible, unless otherwise specified in the order.
- 4.4. Goods that are not in stock will be shipped by the seller as soon as possible. The exact

The buyer shall be informed in advance. If, for objective reasons (the goods are no longer manufactured, the supplier has ceased to supply to the Czech Republic, their price or delivery costs have increased significantly), it is not possible to deliver the goods under the original conditions, or performance becomes objectively impossible, the seller shall inform the buyer immediately and offer them delivery of another product of comparable quality and price. If the buyer does not agree to the change in the purchase contract, the amount already received will be refunded by bank transfer to the account provided by the buyer for this purpose or to the account from which the funds were transferred to pay the purchase price (if the buyer does not provide the seller with any other account within 5 days of withdrawal), within 15 days.

- 4.5. Before taking delivery of the goods, the buyer is obliged to check the integrity of the packaging and immediately report any defects to the carrier. A report on the defects shall be drawn up. If no report on the defects is drawn up, the buyer loses their claims arising from the damaged packaging of the goods. This fact does not affect the rights of the consumer buyer arising from liability for defects in the goods, but it may make it more difficult to prove damage caused during transport.
- 4.6. Immediately after taking delivery of the goods, the buyer is obliged to check the goods, in particular to check the number of items and their completeness. In the event of a discrepancy, the buyer is obliged to notify the seller without undue delay, but no later than 3 working days after taking delivery of the goods. The previous sentence does not affect the statutory rights of the consumer buyer arising from liability for defects. The buyer is obliged to document the detected defects in an appropriate manner and send this documentation to the seller together with the notification of the defect.
- 4.7. If the buyer does not take delivery of the goods or withdraw from the purchase contract in accordance with these terms and conditions, the seller is entitled to the purposefully incurred and demonstrable costs associated with the delivery of the goods and their possible storage, and also has the right to withdraw from the purchase contract.
- 4.8. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a manner other than that agreed, the buyer is obliged to pay the costs associated with such delivery.
- 4.9. **The buyer acquires ownership of the goods by paying the full purchase price for the goods (including packaging and delivery costs), but not before taking delivery of the goods.** Liability for accidental destruction, damage or loss of the goods passes to the buyer at the moment of taking delivery of the goods, or at the moment when the buyer, if the buyer is an entrepreneur, had an obligation to take delivery of the goods but failed to do so in breach of the purchase contract (i.e. usually when the goods are ready for delivery).

5. Withdrawal from the purchase contract

- 5.1. Until the goods are taken over by the buyer, the seller is entitled to withdraw from the purchase contract at any time. In such a case, the seller shall return the purchase price to the buyer by bank transfer to the account provided by the buyer for this purpose or to the account from which the funds were transferred to pay the purchase price (unless the buyer provides the seller with another account within 5 days of withdrawal). The seller is also entitled to withdraw from the contract if the buyer is in default with the payment of the purchase price of the goods.
- 5.2. **The consumer buyer has the right to withdraw from the purchase contract within 14 days from the date of receipt of the goods or the last part thereof.** Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence, to their contact address, to any of the seller's establishments or registered office, or to the seller's contact email address. Withdrawal from the purchase contract can also be made electronically using the standard complaint form, where the buyer shall enter the following in the "Description of defect" field: **Return of goods within 14 days.**
- 5.3. Withdrawal from the contract in accordance with the previous paragraph is not possible, among other things, in the case of a contract **for the delivery of goods that have been modified according to the wishes of the consumer buyer or for his person, and furthermore in the case of a contract for the delivery of digital content that was not delivered on a tangible medium and was delivered with the prior consent of the consumer buyer before the expiry of the withdrawal period, and from a contract for the provision of services, if they were performed with the prior express consent of the consumer buyer before the expiry of the withdrawal period.**
- 5.4. A business buyer is not entitled to withdraw from a contract for goods that have been delivered properly, on time and without defects, unless expressly agreed with the seller.
- 5.5. In the event of withdrawal from the purchase contract, the purchase contract shall be cancelled from the outset. The goods must be returned to the seller (**other than by cash on delivery, which the seller does not accept**) within 14 days of withdrawal from the purchase contract to the contact address, to any of the seller's premises or to the seller's registered office. The goods must be returned to the seller undamaged, unused and unsoiled and, if possible, in their original packaging. This does not apply to consumer buyers within the scope of normal testing in accordance with Article 5.10. of the Terms and Conditions.
- 5.6. The buyer shall enclose a copy of the delivery note and invoice, if issued, or another document proving the purchase of the goods, together with the returned goods, as well as a written statement of withdrawal from the purchase contract and the chosen method of refund. The statement must also contain the buyer's current contact and payment details.
- 5.7. The seller shall return to the buyer the funds (including delivery costs pursuant to Section 5.9, if the buyer is a consumer) received from the buyer under the purchase agreement within 14 days of withdrawal from the agreement. If the buyer withdraws from the purchase contract, the seller is not obliged to return the funds received to the buyer before the buyer returns the goods.

the goods.

- 5.8. If the consumer buyer has chosen a delivery method other than the cheapest one offered by the seller, the seller shall refund the buyer the delivery costs in an amount corresponding to the cheapest delivery method offered.
- 5.9. Within ten days of the return of the goods by the buyer pursuant to Section 5.2 of the Terms and Conditions, the seller is entitled to inspect the returned goods, in particular to determine whether the returned goods are damaged, worn or partially consumed.
- 5.10. The buyer acknowledges that if the goods returned by the buyer are damaged, worn or partially consumed, the seller is entitled to claim compensation from the buyer for the damage incurred. The seller is entitled to unilaterally offset the claim for compensation for the damage incurred against the buyer's claim for a refund of the purchase price and delivery costs. The buyer-consumer is liable for any reduction in the value of the goods only if they handle the goods in a manner other than that necessary to familiarise themselves with their nature, characteristics and functionality, as they would in a brick-and-mortar store.
- 5.11. When sending returned goods, the buyer is obliged to pack the goods in suitable packaging so that they are not damaged or destroyed. The purchase price and delivery costs cannot be refunded for goods that have been significantly damaged or destroyed during transport as a result of the use of unsuitable packaging.
- 5.12. **The costs associated with returning the goods to the seller in the event of withdrawal from the purchase contract by the buyer shall be borne by the buyer, even if the goods cannot be returned by normal postal means due to their nature. In the case of a business buyer, the seller is entitled to offset its actual costs associated with the return of the goods against the purchase price and delivery costs to be refunded to the business buyer.**
- 5.13. If a gift is provided together with the goods, the relevant gift agreement is concluded with the condition that if either party withdraws from the purchase agreement, the gift agreement shall cease to be effective and the buyer shall be obliged to return the gift together with the goods. If it is not possible to return this gift, the seller is entitled to monetary compensation in the amount of the usual price of the gift.

6. Liability for defects

- 6.1. The conditions for exercising rights arising from defective performance are set out in **the Complaints Procedure, which forms an integral part of the terms and conditions.**

7. Other rights and obligations of the contracting parties

- 7.1. The seller is authorised to sell goods on the basis of a trade licence. Trade licence

The relevant trade licensing office carries out inspections within its jurisdiction. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on consumer protection, as amended, within a defined scope.

- 7.2. The buyer entrepreneur hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
- 7.3. The consumer buyer has the right to use out-of-court settlement of consumer disputes.
- 7.4. The seller handles out-of-court complaints from consumer buyers via the email address info@evbike.cz. The seller will send information about the handling of the consumer buyer's complaint to the consumer buyer's email address.
- 7.5. In the event of a dispute arising from the concluded purchase contract that cannot be resolved by agreement between the contracting parties, the consumer buyer is entitled to initiate out-of-court settlement of the consumer dispute with the competent authority, which is the Czech Trade Inspection Authority (www.coi.cz). Out-of-court settlement of a consumer dispute shall be initiated at the request of the consumer buyer. The request shall be accompanied by evidence that the consumer buyer has been unable to resolve the dispute directly with the seller and other documents supporting the alleged facts, if available.
- 7.6. In the event of a dispute arising from a concluded purchase contract that cannot be resolved by agreement between the contracting parties, the seller and the buyer entrepreneur agree, in accordance with the provisions of Section 89a of Act No. 99/1963 Coll. the Civil Procedure Code, as amended, the local jurisdiction of the court of first instance for the resolution of disputes, whereby the District Court for Prague 10 shall have local jurisdiction if the district court has subject-matter jurisdiction, and the Municipal Court in Prague shall have local jurisdiction if the regional court has subject-matter jurisdiction.

8. Personal data protection

- 8.1. The seller is the controller of personal data and is authorised to process the buyer's personal data in accordance with the applicable laws of the Czech Republic and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- 8.2. Detailed rules for the processing of personal data and the rights of buyers as data subjects are set out in the Personal Data Processing and Protection Policy, which is available [here](#) or can be accessed from the seller's website.

9. Final provisions

- 9.1. The content of the seller's website, all materials contained therein (texts,

photographs, images, logos, etc.), including the software of the web interface and these Terms and Conditions, or text or image materials contained in related printed media (promotional leaflets, advertisements, etc.), are protected by the Seller's copyright and may also be protected by similar rights of third parties. The content may not be altered, copied, reproduced, distributed or used for any purpose by the buyer or any other third party without the seller's written consent. In the event of non-compliance with the seller's copyright, the seller will proceed in accordance with the relevant legal regulations.

- 9.2. If any provision of the Terms and Conditions is or becomes invalid, ineffective or unenforceable (including for reasons of conflict with consumer protection law), it shall be replaced by a provision that most closely approximates the meaning of the invalid provision. The invalidity, ineffectiveness or inapplicability of one provision shall not affect the validity of the other provisions. Amendments and supplements to the purchase contract or terms and conditions must be made in writing.
- 9.3. The seller may amend or supplement the wording of the terms and conditions. The rights and obligations of the parties are always governed by the wording of the terms and conditions in force at the time they arose.
- 9.4. If the relationship established by the purchase contract contains an international (foreign) element, the parties agree that their relationship shall be governed by Czech law. This does not affect the rights of the consumer buyer arising from generally binding legal regulations.
- 9.5. All disputes arising from or in connection with these Terms and Conditions shall be governed by the applicable law of the Czech Republic, unless the mandatory provisions of consumer law in the country of the Buyer-consumer from the European Union provide otherwise. Any legal proceedings shall be conducted before the competent court in accordance with applicable law.

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**THESE GENERAL TERMS AND CONDITIONS ARE EFFECTIVE FROM 26 FEBRUARY
2026 AND REPLACE THE PREVIOUS GENERAL TERMS AND CONDITIONS.**