



# COMPLAINTS PROCEDURE

## of GEVIZO s.r.o. for complaints regarding goods purchased via the web interface.

Registered office: Libušská 620/25, Prague 4 - Písnice, Postal Code 142 00

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Company ID: 07718128

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VAT number: CZ07718128

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

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### 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](mailto:info@evbike.cz) (hereinafter referred to as **the "contact email"**)

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Telephone: (+420) 773 744 102 (hereinafter referred to as **the "contact telephone number"**)

1. The Complaints Procedure is an integral part of the Seller's General Terms and Conditions. By concluding the purchase contract and accepting the goods, the Buyer agrees to this Complaints Procedure. Unless otherwise specified in the Complaints Procedure, the terms used in the Complaints Procedure shall be interpreted as defined in the General Terms and Conditions.
2. The Complaints Procedure regulates the manner and conditions for complaining about defective goods and exercising warranty claims by consumers, in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., the Consumer Protection Act, as amended.
3. The buyer shall exercise their rights arising from defective performance, including warranty liability, with the seller at the seller's contact address (other methods of exercising rights arising from defects in accordance with the Complaints Procedure are not limited in any way by this).

4. Unless a longer period is specified on the seller's website, for all new goods sold by the seller to the buyer, the seller is liable to the buyer for ensuring **that the goods are free of defects upon delivery and that no defects in consumer goods occur within twenty-four months of delivery to the buyer.** If a defect becomes apparent in the case of a consumer buyer within one year of receipt, it is assumed that the item was defective at the time of receipt, unless the nature of the item or defect excludes this. For goods for which this is specified, it is possible to extend this period on the seller's website under pre-agreed conditions, and such liability for defects is agreed to the same extent as liability under the law.
5. A business buyer may choose the quality guarantee period according to the previous article on the seller's website under pre-agreed conditions. The agreed period of liability for defects is indicated on the delivery note accompanying the goods.
6. **If the manufacturer or importer of goods specifies a longer warranty period than that specified in paragraphs 4 and 5, the possibility of exercising rights arising from defective performance within the period specified on the product with the manufacturer or importer is not affected by these complaint rules; the scope of performance is specified in the warranty conditions of the manufacturer or importer.**
7. If, during the warranty period (in the case of a quality warranty) or during the period specified in the previous paragraph, a defect occurs in the goods that prevents the purchased product from being used properly, and this defect can be remedied, the buyer has the right to have it repaired free of charge. In the case of a removable defect in a product that has not yet been used, the buyer has the right to request the replacement of the defective product with a faultless one instead of the removal of the defect. In the case of a removable defect, the buyer also has the right to a reasonable discount on the purchase price.
8. In the event of a defect that cannot be removed and that prevents the goods from being used properly as goods without defects, the buyer has the right to exchange the goods, to a reasonable discount on the purchase price, or to withdraw from the purchase contract.
9. If the buyer does not withdraw from the purchase contract or does not exercise the right to delivery of a new item without defects, replacement of its part or repair of the item, they may request a reasonable discount on the purchase price. The buyer is also entitled to a reasonable discount if the seller is unable to deliver a new item without defects, replace its part or repair the item, as well as if the seller fails to remedy the situation within a reasonable time or if remedying the situation would cause considerable difficulties for the buyer.
10. The buyer is not entitled to rights arising from defective performance if the buyer knew about the defect before taking delivery of the item or if the buyer caused the defect themselves. A buyer who is an entrepreneur is not entitled to withdraw from the purchase contract or to demand delivery of a new item if they cannot return the item in the condition in which they received it, except in cases specified by law.

11. The buyer is obliged to lodge a complaint with the seller (or the person designated to carry out repairs) without undue delay after discovering the defect. The seller shall issue the buyer with written confirmation of when the buyer exercised their right, the content of the complaint and the method of handling the complaint requested by the buyer; and further confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint.
12. The moment of filing a complaint is understood to be the day on which the goods subject to complaint were delivered to the seller's contact address, to any of the seller's establishments, or to the seller's registered office or place of business.
13. The seller or an employee authorised by the seller shall decide on the complaint immediately, or within three working days in complex cases. This period does not include the time reasonably required for expert assessment of the defect, depending on the type of product or service. Complaints, including the removal of defects, must be dealt with without undue delay, no later than 30 days from the date of the complaint, unless the seller and the consumer buyer agree on a longer period.
14. **The buyer is obliged to collect the settled complaint within 30 days of its settlement. After this period, the seller is entitled to charge the buyer a storage fee of CZK 50 for each day or part thereof.** If the storage fee exceeds the price of the goods subject to complaint, the seller may use the goods to cover the storage costs incurred. The business buyer understands that the seller may also proceed with a self-help sale in accordance with the Civil Code, with the proviso that a proportionate part will be used to cover the storage costs incurred and any overpayment will be credited to the business buyer's account. The seller must notify the business buyer of this step in advance and allow them an additional reasonable period of time to take delivery of the goods.
15. The warranty and claims for liability for defects do not apply to goods for which a complaint was made after the expiry of the specified warranty period, nor to wear and tear caused by normal use of the goods. **Wear and tear caused by normal use also includes a reduction in the capacity of batteries and accumulators.** The warranty and claims for liability for defects do not apply to defects caused by improper use, failure to follow instructions, improper maintenance or improper storage. For items sold at a lower price, the seller is not liable for defects for which the lower price was agreed; in this case, instead of the right to exchange, the buyer has the right to a reasonable discount.

16. The right to exercise warranty rights also expires in the following cases:
- breach of protective or warranty seals, barcodes and stickers, if present on the product,
  - mechanical damage to the goods,
  - electrical surges (as determined by the manufacturer's service diagnostics, or visibly burnt components or printed circuit boards),
  - damage to the goods during transport (such damage must be dealt with directly with the carrier in accordance with the seller's General Terms and Conditions),
  - using the goods in a manner contrary to the operating instructions or installation manual
  - use of the goods in conditions that do not correspond to the specified environment in terms of temperature, dustiness, humidity, chemical and mechanical influences
  - unprofessional installation, handling, operation, or neglect of the goods
  - the goods have been damaged by excessive loading or use contrary to general principles,
  - the goods were damaged by a computer virus,
  - the goods were damaged by natural forces or force majeure.
17. The consumer buyer shall make a complaint in the following manner:
- Inform the seller by telephone, e-mail or in writing.
  - If the web interface allows it, the buyer may use the complaint form to report a complaint, which will be sent to their email address or is available for download on the web interface.
  - Delivery of the goods subject to complaint (other than cash on delivery, which the seller does not accept) to the contact address of the seller (or the person designated for repair), to any of the seller's establishments or to the seller's registered office or place of business. When sending the goods, the buyer is obliged to pack them in suitable packaging so that they are not damaged or destroyed. The goods must be accompanied by proof of purchase or an invoice, if issued, or another document proving the purchase of the goods, together with a description of the defect and a proposal for how to resolve the complaint.
  - The consumer buyer is obliged to include in the description of the defect any above-standard agreements that grant them rights arising from liability for defects in goods beyond the scope specified by law, the general terms and conditions or the Terms and Conditions Agreement.
    - If the item has a defect, the consumer buyer may request its removal. At their discretion, they may request the delivery of a new item without a defect or the repair of the item, unless the chosen method of removing the defect is impossible or disproportionately costly compared to the other; this shall be assessed in particular with regard to the significance of the defect, the value that the item would have without the defect, and whether the defect can be removed by the other method without significant difficulties for the consumer buyer.
      - The consumer buyer may request a reasonable discount or withdraw from the contract if:
        - a) the seller refused to remedy the defect or failed to remedy it in accordance with Section 2170(1).
- 1 and 2 of the Civil Code,

- b) the defect recurs repeatedly,
- c) the defect constitutes a material breach of contract, or
- d) it is clear from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the consumer buyer. The consumer buyer may not withdraw from the contract if the defect is insignificant.

18. The business buyer exercises their rights arising from defective performance as follows:

- Before initiating the complaint procedure, the business buyer is obliged to fill in the complaint form on the seller's website and provide the seller with the necessary information to remedy the defect in the goods. If the business buyer is unable to submit a complaint via the web form, they are obliged to notify the seller of this fact by telephone or e-mail, and the seller will create a complaint form for the business buyer and send the completed complaint form to the business buyer's e-mail address. The business buyer is obliged to clearly mark the package containing the goods subject to complaint with the complaint form, the business buyer is obliged to clearly mark the package with the goods subject to complaint. The seller is not obliged to accept packages without marking, the seller is not obliged to accept it.
- Complaints cannot be accepted if the product has been additionally marked with stickers, labels or descriptions.
- If there is an authorised service centre for the goods subject to complaint in the Czech Republic, the business buyer is obliged to make the complaint directly at this service centre.
- The contracting parties have agreed that only the fact that the subject of the contract does not have the functional properties expressly declared on the seller's website shall be considered a material breach of contract.
- If the defective performance constitutes a material breach of contract, the buyer who is an entrepreneur has the right:

a) have the defect removed by delivery of a new item without defects or delivery of the missing item,

b) to have the defect removed by repairing the item,

c) to withdraw from the contract, but only in cases where the defects cannot be remedied in the manner specified in points (a) or (b) of this section of the complaints procedure.

- In the event that the buyer-entrepreneur is entitled to withdraw from the contract in accordance with the complaints procedure, the buyer-entrepreneur agrees that instead of claiming a refund of the purchase price, they are entitled to a voucher for the purchase of goods from the seller

in the amount of the usual current price of the goods, which is understood to be the price that would be achieved

when selling the same or similar goods in the usual course of business at a given place and time. The usual current price takes into account the market situation for used goods of the same type. The business buyer agrees that, for the sake of simplicity, this price will be calculated using the following depreciation table:

<b>Number of months from the date of purchase</b>	<b>Value of the product according to the purchase price</b>
6	100%
6 – 12	85
12–18	70
18	65
24–36	50
36–48	35
48–60	20

- **If the complaint is found to be unjustified, the seller has the right to demand compensation for the costs associated with investigating the defect and compensation for the costs of transporting the goods back to the buyer.**

19. The seller is not liable for damage to health or damage to property and goods caused by improper handling or misuse of the goods, or negligence.
20. In the event of a defect in equipment to which any software licence is linked, the seller shall not be liable for the loss of this licence.

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**THESE COMPLAINTS PROCEDURES ARE VALID FROM 26 FEBRUARY  
2026  
AND REPLACES THE PREVIOUS COMPLAINTS PROCEDURE**

