

COMPLAINTS PROCEDURE CODE

Information:

Company:	GEVIZO s.r.o.
Headquarters:	Libuska 620/25, 142 00 Prague 4
Czech Business ID:	07718128
VATID:	CZ07718128
Registered in Business Index at City court of Prague, section C, insertion 306224 (further referred as „seller“)	

Contact information of seller:

Delivery address:	EVBIKE Českobrodská 7/34 Hrdlořezy 190 00 Prague 9 - Hrdlořezy seller headquarters (further referred as "contact address")
E-mail address:	info@evbike.cz (further referred as "contact e-mail")
Phone:	(+420) 773 744102 (further referred as „contact phone“)

1. The Complaints Procedure Code is an integral part of the Seller's General Terms and Conditions. The Buyer agrees with the Complaints Procedure Code By concluding a purchase agreement and by accepting the goods. Unless otherwise specified in the Complaints Procedure Code, the terms used in the Complaints Procedure Code mean as defined in the General Terms and Conditions.
2. The Complaints Procedure Code governs the manner and conditions of complaints regarding defects in goods and the assertion of claims for quality assurance in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and the Act No. 634/1995 Coll., the Consumer Protection Act, as amended.
3. The Buyer exercises rights with the Seller due to defective performance, including warranty liability, at the Seller's contact address (other ways of claiming defects under the Complaints Procedure Code are not in any way limited).
4. If the Seller's web interface is not listed for a longer time period, for all new goods being sold by the Seller to the Buyer, the Seller has an obligation to the Buyer **that goods are free from a takeover, and that defects and in consumer goods do not occur within twenty-four months of the Buyer receiving the goods**. This period can be extended on the Seller's web interface under pre-agreed conditions and liability for such defects is agreed to the same extent as the liability provided by law.
5. The Business Buyer can choose the quality guarantee period according to the previous article on the under pre-arranged conditions. The agreed liability time for the defect is marked on the goods delivery note.
6. **If a goods manufacturer or importer indicates a longer warranty period than that referred to in paragraphs 4 and 5, the option to exercise defective performance rights at the time indicated on the product with the manufacturer or importer is not affected by this Complaint Procedure, the scope of performance is specified in the manufacturer's or importer's warranty conditions.**
7. In the event that during the warranty period (in case of providing a quality guarantee) or during the period according to the preceding paragraph, a defect of goods for which the purchased product cannot be used properly and this defect can be removed, the Buyer has the right to free repair. In the case of a removable defect on a product that has not been used yet, the Buyer has the right to request the replacement of the defective product with a defect-free

product instead of removing the defect. In the case of a removable defect, the Buyer is also entitled to a reasonable discount on the purchase price.

8. In the event of a defect that cannot be removed and which prevents the goods from being used correctly as defect free, the Buyer has the right to exchange these goods or a reasonable discount on the purchase price or withdraw from the Purchase Agreement.
 9. If the Buyer does not withdraw from the Purchase Agreement or does not exercise the right for the delivery of a new defect free item, replace its component or repair the item, he may claim a reasonable discount on the purchase price. The Buyer is entitled to a reasonable discount even if the Seller cannot deliver a new defect free item, replace its component or repair the item, or if the Seller fails to remedy the situation within a reasonable time frame or if remedy would cause the Buyer considerable difficulties.
 10. The Buyer does not have defective performance rights if they knew about the defect before taking over the item or if they caused the defect themselves. The Buyer does not have the right to withdraw from the Purchase Agreement or to demand the delivery of a new item if he cannot return the item in the state in which it was received, except in cases stipulated by law.
 11. The Buyer is obliged to file a complaint with the Seller (or the person carrying out repairs) after finding the defect without undue delay. The Seller shall provide the Consumer Buyer with written confirmation regarding when the Buyer exercised the right, what is the complaint's content and what handling method the Buyer requires for the complaint; and the confirmation date and handling method for the complaint, including confirmation of the repair and its duration, or a written justification for the complaint.
 12. The moment of filing a complaint is the day that the claimed goods were delivered to the Seller's contact address, to any Seller's premises or to the Seller's registered office or place of business.
 13. The Seller or the Seller's authorized employee decides the claim immediately, in complex cases within three working days. This period does not include a reasonable time depending on the type of product or service required for the defect's expert assessment. Complaints, including defect removal, must be settled without undue delay, no later than 30 days from the claim date, unless the Seller and the consumer agree on a longer period.
 14. **The Buyer is obliged to pick up the settled complaint within 30 days of its settlement.** After this period, the Seller may charge a storage fee of 50 CZK for each commenced day. If the storage price exceeds the price of claimed goods, the Seller may use the goods to pay the storage charge. The Buyer understands that the Seller may proceed by self-help sale in accordance with the Civil Code, with the proportional part being used to pay for the storage fee incurred and any overpayment will be credited to the Buyer's account. The Seller must notify the Buyer in regard to this step in advance and allow the Buyer an additional reasonable period to take over the goods.
 15. The warranty and claims for defect liability do not apply to the goods for which the claim was made after the specified warranty period's expiry and to the wear and tear of the goods caused by normal use. **Wear caused by normal use also means a reduction in the capacity of batteries and battery packs.** Warranty and liability claims 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 responsible for a defect whereby a lower price was agreed; instead of the right of exchange, in this case, the Buyer has the right to a reasonable discount.
 16. Entitlement to exercise rights under the guarantee also expires in the following cases:
 - breach of protective or warranty seals, barcodes and stickers, if any,
 - mechanically damaged goods,
 - electrical overvoltage (detected according to the manufacturer's service diagnostics, or visibly burnt components printed circuits),
 - goods damaged during transport (damages of this nature must be solved directly with the courier in accordance with the Seller's General Terms and Conditions),
 - using goods in conditions which do not correspond to the specified environment due to temperature, dust, humidity, chemical and mechanical influences,
 - improper installation, handling, servicing or neglectful care of goods,
 - goods have been damaged by excessive loading or use contrary to general principles,
 - goods were damaged by a computer virus,
 - goods were damaged by natural elements or force majeure.
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17. The consumer Buyer makes a claim as follows:
- Informing the Seller by phone, e-mail or in writing.
 - If the web interface allows, the Buyer can use the complaint protocol to notify a complaint, this will be sent to the e-mail address or is available for download on the web interface.
 - Delivering the claimed goods (other than cash on delivery, which the Seller does not accept) to the Seller's contact address (or person carrying out the repairs), to any of the Seller's premises, registered office or place of business. When sending goods, the Buyer is obliged to pack the goods in suitable packaging so that it does not suffer damage or destruction. The goods must be accompanied by proof of purchase or invoice, if any, or other document proving the purchasing goods, together with the defect's description and a proposal for a method of handling the claim.
 - The Buyer is obliged to include any above-standard agreements in the defect's description of the defect, which give him rights from liability for defects of goods beyond the scope stipulated by law, general business conditions or the Agreement on business conditions.
18. A Business Buyer applies defective performance rights as follows:
- A Business Buyer is obliged to complete the complaints form on the Seller's website before commencing with the complaint procedure and also provide the Seller with the necessary information for removing the defect on the goods. If for any reason the Buyer does not submit a complaint via the web form, they are obliged to notify the Seller by telephone or e-mail, who then assigns a complaint number to the Buyer. Using this number the Buyer is obliged to clearly mark the package with the claimed goods. The Seller is not obliged to accept a package without a claim number.
 - Complaints cannot be accepted if the product is additionally provided with stickers or labels.
 - If an authorized service has been designated for claimed goods in the Czech Republic, the Buyer is obliged to file a complaint directly with this service.
 - The Contracting Parties have agreed that only the fact that the Agreement's subject matter does not have the functional properties explicitly declared on the Seller's web interface is considered a material breach of the Agreement.
 - If the defective performance constitutes a material breach of the Agreement, the Buyer has the right to:
 - a) to remove the defect by delivering a new defect free item or by delivering the missing item, b)
 - to repair the defect by repairing the item,
 - c) withdrawal from the agreement, and only in cases where it is not possible to remove the defects in the manner referred to in point a) or b) of this section of the Complaints Procedure.
 - In the event that the Business Buyer withdraws from the agreement in accordance with the Complaints Procedure, the Buyer agrees that instead of claiming a purchase price refund, they are entitled to issue a voucher for the purchasing goods from the Seller for that amount meaning the price that would be achieved when selling the same or similar things in the usual business relations at a given place and given time. The usual time price takes the market situation of the same type of used goods into account. The Business Buyer agrees that, for simplicity, this price will be calculated using the following amortization table:

Number of months since date of purchase date	Product value according to the purchase price
6	100%
6-12	85%
12- 18	70%
18-24	65%
24-36	50%
36-48	35%
48-60	20%

- **If the claim is found to be unjustified, the Seller has the right to claim reimbursement for costs associated with detecting the defect and reimbursing transport costs for the claimed goods back to the Buyer.**

19. The Seller is not liable for personal injury or damage to property and goods that was caused by unprofessional handling, misuse of goods or negligence.
20. In the event of defective equipment where any software license is tied, the Seller is not liable for the loss of that license.

THESE WARRANTY RULES APPLY FROM JANUARY 1st 2021 AND REPLACE THE PREVIOUS WARRANTY RULES.