

GENERAL TERMS OF TRADE

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2.1 Buyer's Eligibility to Conclude a Purchasing Contract

2.1.1 The conclusion of purchasing contracts is public and both natural persons – entrepreneurs and legal entities may participate provided that they have a trade or another licence to wholesale and retail.

2.2 Offer of Goods

2.2.1 The offer of goods is provided on the website. The offer is up to date but the Seller does not guarantee immediate availability of the offered goods. The goods that are immediately available are specified as “in stock”.

2.3 Order of Goods, Order Confirmation and Establishment of the Purchasing Contract

2.3.1 A purchasing contract is concluded when an order is sent via the form on the website, by email to info@fiveriders.cz or by fax and when it is subsequently confirmed by the Seller to the email address provided by the Buyer in the order. At the same time, the Buyer has to provide consent with the terms of trade and the price of the goods.

2.3.2 The confirmation of the order by the Seller is acceptance of the proposal of the Buyer to conclude a purchasing contract that is concluded when the Buyer receives a confirmation of the order at the provided address. If the Buyer sends wrong contact data, due to which it is not possible to deliver the order confirmation, the Seller is entitled to cancel the order.

2.3.3 The order shall contain the type and quantity of the goods and identification of the Buyer: a trade or another licence. When the Buyer is a natural person he or she has to provide his or her name, surname, email address, company identification number and place of business and telephone number during the registration. When the Buyer is a legal entity, the registration shall include the name of the legal entity, name and surname of the person authorized to act on its behalf, place of business, email address, company identification number and tax identification number, telephone number, method of transport and method of payment of the purchase price of the goods. In case of an order by fax, we require a legible signature of the Buyer or the Buyer's authorized representative.

2.3.4 The Buyer shall inform the Seller of any changes in the information specified in Item 2.3.5 immediately upon its occurrence.

2.3.5 If the user does not have a relevant business licence specified in Item 2.1.1 above, the Seller may refuse to conclude the contract and may demand compensation for damage according to the valid legal regulations of the Czech Republic.

2.4 Changing the Order – Purchasing Contract

2.4.1 When the Seller confirms the order, the Buyer is entitled to telephonically propose a change in the purchasing contract or its cancellation, provided that the goods have not been dispatched yet, within 24 hours since the receipt of the order confirmation (conclusion of the purchasing contract). If the Buyer does not do so by the specified deadline, the purchasing contract is concluded between the parties in the form as stated in the order confirmation and as of the date of the delivery of the order confirmation to the Buyer.

2.5 Purchase Price and Payment Terms

2.5.1 The Seller shall deliver the ordered goods to the Buyer for the agreed price of CZK 65,000 per piece without VAT and the Buyer shall pay the purchase price.

2.5.2 The Buyer will pay CZK 25,000 per piece without VAT of the purchase price with each order. The rest of the purchase price will be paid at the moment of the dispatch or delivery of the goods by cash. The payment of the remaining purchase price upon delivery applies to the territory of the Czech Republic. The payment of the remaining purchase price in countries outside the Czech Republic will be executed at the moment of loading and dispatch. If not, the goods will not be dispatched. If the remaining part of the purchase price for dispatched goods is not paid within 5 days since the notification of the readiness to dispatch, the advance payment will be used as a contractual fine.

2.6 Withdrawal from the Purchasing Contract by the Buyer

2.6.1 The Buyer is entitled to withdraw from the purchasing contract for a substantial violation on the part of the Seller, particularly when the Seller is in delay with the delivery of the goods exceeding 120 days.

2.6.2 The withdrawal notification shall be executed in writing, by email or fax. The Buyer shall identify the order in the withdrawal notification.

2.6.3 If the Buyer legitimately withdraws from the purchasing contract prior to the delivery of the goods, the Seller shall return the purchase price back to the Buyer, if paid.

2.7 Withdrawal from the Purchasing Contract by the Seller

2.7.1 The Seller pursues good orientation on the market with the goods but there might be situations when the Seller is not able to deliver the ordered goods under the terms and conditions agreed in the purchasing contract. The Seller thus reserves the right to withdraw from the purchasing contract in cases when the ordered goods are no longer sold or delivered or when the Seller keeps the goods for its own ale.

2.7.2 The Seller and the Buyer are entitled to withdraw from the purchasing contract if there have been significant changes in the prices of the ordered goods or in the prices of shipping costs and the Buyer does not accept the relevant change in the purchasing contract, i.e. increase in the price of the goods or in the shipping costs.

2.7.3 If the situation described above herein or in Item 2.7.1 and 2.7.2 of the Terms of Trade occurs, the Seller shall immediately inform the Buyer of the impossibility to deliver the goods, or propose a change in the price of the goods or in the shipping costs. If the Buyer has already paid a part or the entire purchase price, the Seller shall transfer this amount to the Buyer's account as soon as possible, however, no later than in 10 business days.

3. DELIVERY OF THE GOODS

3.1 Delivery Term

3.1.1 The delivery term is usually 21 business days since the conclusion of the purchasing contract, unless the Seller reserves a longer term when the goods are not in stock or another obstacle preventing its immediate dispatch to the Buyer has occurred.

3.2 Method of Delivery and Shipping Costs

3.2.1 The method and place of delivery of the goods is specified by the Buyer in the order.

3.2.2 The Seller has met the liability to deliver the goods by its dispatch when the goods are to be sent through a carrier or collected at the Seller's premises.

3.2.3 A document proving the delivery of the goods is an invoice (delivery note) or another document (such as delivery note, list of goods to be shipped, shipping or forwarding agreement) proving that the goods was handed over to the Buyer or the carrier.

3.2.4 If the Buyer collects the goods at the Seller's premises, the Seller will only release the goods according to the confirmed order to person who will submit a written authorization from the Buyer and document their identity. The Seller is not liable for damage incurred to the Buyer by a forged identity document or written authorization. The goods released to the proxy is considered to be duly and timely delivered to the Buyer. The person taking over the invoice confirms by his or her signature that he or she is authorized to act on behalf of the Buyer in the matter of taking over the goods. At the same time, by signing the invoice he or she confirms that he or she has accepted all the goods specified in the invoice and agrees with the specified price and the enclosed terms of trade.

3.2.5 The Seller is entitled to withdraw from the contract or suspend the delivery of the goods when the Buyer is in delay with the payment of any financial liabilities towards the Seller.

3.3 Transfer of Ownership and Risk of Damage to the Goods

3.3.1 The right of ownership to the goods is transferred to the Buyer when handed over to the Buyer (provided that the purchase price has been fully paid); otherwise it is transferred when the purchase price is paid fully.

3.3.2 The risk of damage to the goods and its random destruction or deterioration is transferred to the Buyer when the Seller hands over the goods to the carrier or to the Buyer in case of a personal pick-up at the Seller's premises.

3.4 Inspection of the Goods by the Buyer

3.4.1 The Buyer shall inspect the goods upon its takeover without unnecessary delay and file a written complaint with the Seller in case of any potential defects in quantity and evident flaws no later than 48 hours since the takeover of the goods by email to info@fiveriders.cz.

4. GUARANTEE OF QUALITY, COMPLAINTS, LIABILITY

4.1 The Seller provides the Buyer with a quality guarantee for the period of 6 months.

4.2 The guarantee starts at the moment of the transfer of the risk of damage to the goods and terminates when the guarantee period expires.

4.3 The guarantee does not apply: to the wear and tear of the goods caused by its regular use,

to defects caused by inappropriate use of the goods, if it results in their damage,

to defects caused by failure to observe the instructions provided by the producer or supplier in the documentation to the goods,

to defects caused due to damage to the goods by elements (such as flooding) or other events that could not be predicted.

4.4 The Seller offers an extension of the guarantee for 3 year in the form of a regular annual service. The Buyer may extend the guarantee by a request and payment of CZK 3,200 per year without VAT. The Buyer will receive technician visits for the period of the guarantee, or recommendations concerning potential replacement of components or other professional evaluations of the operation of the machine.

4.5 The Seller is liable for damage caused by the violation of its liabilities. The Seller is liable for the lost profit of the Buyer and for actual damage maximally up to the amount of the price of the goods paid by the Buyer on whose basis the damage incurred.

5 FURTHER SALE OF GOODS AND ITS RESTRICTIONS

5.1 The Buyer is only entitled to sell the goods to other buyers who are not end consumers but who are buyers according to these terms of trade (entrepreneurs) with the Seller's written consent. The Buyer shall request the consent from the Seller by email or fax prior to the further sale of the goods. The Buyer's request shall provide identification of the other buyer, i.e. the company of the entrepreneur (name and surname) or company of a legal entity, company identification number and contact information (email, place of business or seat). The Seller shall provide or deny such consent no later than within 5 days since the delivery of the request. Each of the following buyers shall observe the Seller's terms of trade and act in compliance with them and the Buyer who sells the goods has to instruct them accordingly.

5.2 The Parties have agreed upon a first option in case the liabilities arranged above are considered or declared to be invalid, only when the Buyer intends to sell the goods to other buyers who are not end consumers but who are buyers according to these Terms of Trade or when the Buyer intends to sell the goods on internet auctions. The first option is arranged in the following way: the Buyer shall sell the goods under the same terms and conditions as sold to the Buyer by the Seller at his or her own expense within 5 business days since the notification from the Seller.

5.3 The Seller is entitled to a contractual fine in the amount of CZK 100,000 if the Buyer violates the liability of further sale without the Seller's consent, in case of violation of the **ban specified in Item 5.2 or violation of the first option according to Item 5.3**, and further in case of violation of confidentiality or intellectual property rights as specified below in Art. 6. This provision does not affect the title of the Seller to compensation of damages in full extent.

6. CONFIDENTIALITY, PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

6.1 The Seller and the Buyer shall maintain confidentiality regarding all data and information (confidential information) that they will learn and that will be thus disclosed in relation to the conclusion of the purchasing contract, while such information will not have the character of common publicly available information. This liability shall remain valid even after the termination of the purchasing contract. The Seller and the Buyer mutually undertake to refrain from disclosing any information to third parties that have been made available to them in relation to the fulfilment of the purchasing contract and that is not publicly accessible. The Seller and the Buyer undertake to keep trade secret pursuant to Section 17 and the following of the Commercial Code when the Parties have been notified of the fact that the information is a subject matter of trade secret.

6.2 The conclusion of the purchasing contract does not give rise to any rights of the Buyer to any industrial or other intellectual property (particularly to trade marks, business company, company logo, special designations and patents) of the Seller or other persons whose products are found in the trade offer of the Seller, unless agreed otherwise in a special agreement. The title to protection from unfair competition remains unaffected.

6.3 All the Seller's advertising material, photographs, images, other designations of the goods and content of the website are protected by the Copyright Act, Act on Trade Marks and by relevant provisions of the Commercial Code on unfair competition. All included texts, works of art, photography and other works are protected both individually and as a whole, including their composition and it is strictly forbidden to copy them and distribute them in any way without the Seller's verifiable consent. Some components may contain hidden security elements that will be used for civil and criminal actions against unauthorized intervention in case of misuse.

6.4 If the Buyer wants to use any of the Seller's advertising material, images, photographs or other depictions of the goods for the purpose of achieving a direct or indirect economic or business benefit, the Buyer shall request the Seller's consent with the use of advertising material, images, photographs, products and other works of the Seller in writing (by email or fax). The Buyer hereby acknowledges that the consent might not be granted.

6.5 The consent shall only be valid when delivered in writing with a signature by Mr. Matějovský, in his own hand. The Seller hereby reserves the right to withdraw the consent at any time and without stating any reasons. Thus, the natural person or legal entity may only use the aforementioned material and copies of the material with the Seller's consent.

6.6 The Buyer is not permitted to reproduce, transfer, distribute or store parts or the entire content of the material, images, photographs or other depictions of the Seller's goods in any form without the prior Seller's written consent. The achievement of direct or indirect enriching from the obtained material, photographs, images (including the material presented on the Seller's website) would be unambiguously considered to be an unauthorized use of someone else's property without the consent of the authorized person.

6.7. All the goods produced and sold by FIVERIDERS Co s.r.o. as well as the content of its website (texts, photographs) are protected by legal regulations, particularly by trademarks, copyright, the title to intellectual property protection, title arising from unfair competition and the criminal law. In particular, the appearance of the goods, its colour composition, design, designation (name), photograph and database of goods are protected. Any copying of photographs and texts, imitations or unauthorized production and sale of goods are considered to be unlawful conduct as well as criminal offences in the form of violation of the titles to the trademark and other designation, violation of the protected industrial rights, violation of copyright, violation of regulations concerning the rules of competition and may cause serious damage that will be immediately claimed.

7. FINAL PROVISIONS

7.1 The Buyer agrees with processing of his or her personal data and gives consent to the Seller with collecting and processing of his or her personal data for the purpose of the delivery of the goods. Manipulation with personal data of buyers is subject to Act No. 101/2000 Coll., On Personal Data Protection.

7.2 The legal relation between the Seller and the Buyer is subject to the Commercial Code (Act No. 513/1991 Coll.).

7.3 If the Buyer is a foreign subject, the Czech law shall apply to the legal relationship based on the purchasing contract or any other legal relationship incurred in connection with the use of the service of the internet shop.

7.4 The Buyer agrees to inform the Seller at the Seller's request of the name of the entrepreneur who has supplied the Buyer with goods that is included in the Seller's line of business. The Buyer shall inform the Seller of this fact without unnecessary delay.

7.5 The Seller archives the concluded purchasing contracts in an electronic form. The archived contracts are not accessible.

7.6 If any of the provisions of these Terms of Trade are found to be invalid or ineffective for any reasons, this fact shall not cause invalidity or ineffectiveness of the remaining parts of the Terms of Trade or the purchasing contract.

7.7 Any changes in the Terms of Trade or purchasing contract may only be executed in writing; updated Terms of Trade are effective when published on the website. Changes are executed mainly when the related legal standards or the method of trade changes.