

BUSSINESS CONDITIONS of INDIVIDUAL BIKE, s.r.o.

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Kmochova 2430,
430 03 CHOMUTOV
Czechia

ID: 27288595
VAT ID: CZ27288595

Registered in Business Register under county court Krajský soud v Ústí nad Labem under file number C 22723 for selling goods via on-line e-shop place on www.bikeoutlet.cz

1. Introductory Provisions

1. These business conditions of the company INDIVIDUAL BIKE, s.r.o., with the address Kmochova 2430, 430 03 CHOMUTOV, Czechia ID: 27288595 VAT: CZ27288595 (referred to as the „seller“) are adjusted in accordance with the provision 1751 odst. 1 zákona č. 89/2012 Sb., občanský zákoník (referred to as the „Civil code“) governing the mutual rights and responsibilities of both parties in a contract created based on a buying contract (referred to as the „Buying contract“) sealed between the Seller and the Buyer via the online e-shop located on the website www.bikeoutlet.cz (referred to as the „e-shop“) using the interface of the e-shop (referred to as the „web interface of the e-shop“)
2. Business conditions of the company INDIVIDUAL BIKE, s.r.o. are valid for both legal entities (Law persons) and individuals (Physical persons).
3. Any provisions that differ from the business conditions can be adjusted through an individual Buyer's contract. The individual Buyer's contract is superior to the general business conditions.
4. Provisions of business conditions are written in Czech language and English language. Buyer's contract can be written in both Czech and English language.
5. The provisions of business conditions can be adjusted by the seller INDIVIDUAL BIKE, s.r.o. However, the provisions of existing or past contracts are not affected by newly created or adjusted business conditions.

2. User Profile

1. Upon registration on the web page www.bikeoutlet.cz, the Buyers can access their user interface. From the user interface, the Buyer can search, and order articles placed on the e-shop.
2. The user is obliged to fill in all required personal data correctly and truthfully during the registration or ordering. Any changes in required personal data must be adjusted immediately by the user. All information and personal data filled by the user are automatically considered correct and true by INDIVIDUAL BIKE, s.r.o.
3. Access to the user interface is secured by login data containing a username and password. The user is obligated to keep his login data secure from any use by third person.
4. Using the account of an unauthorized person is prohibited. Only the original user is meant to use his/her account.
5. INDIVIDUAL BIKE, s.r.o. can delete the user profile if the user does not use his/her account more than one year or if the user violates the business conditions or Buyer's contract.
6. The user accepts that his account may not be accessible non-stop, in accordance with the necessary services of hardware and software equipment of INDIVIDUAL BIKE, s.r.o. and thirdparties (web hosting provider).

3. Sealing the Purchase Contract

1. The entire presentation of offered articles on www.bikeoutlet.cz is purely informative and illustrative and INDIVIDUAL BIKE, s.r.o. is not obligated to seal purchase contract. Provision § 1732 odst. 2 of Civil code will not be applied.
 2. The web interface of www.bikeoutlet.cz contains information about offered articles including prices of each article and the cost of deliveries and returning articles in case the mentioned articles cannot be delivered by standard forwarders. Prices are shown without VAT and without other costs. Prices shown on www.bikeoutlet.cz are valid for the entire time that mentioned articles are displayed on our webpage. The only difference can be caused by supplying the demanded article from a different supplier that may have a higher price. The possibility of sealing an individual contract between the Buyer and the seller is not influenced by this provision.
 3. The web interface of www.bikeoutlet.cz does contain information about prices of delivery by GLS and packing. This information can be provided upon demand of the customer/user as well. The price of delivery and packing is shown on proforma invoices. Upon demand seller provides pallet transport.
 4. When ordering from www.bikeoutlet.cz the following information will be shown or required to fill:
 1. Ordered goods and quantity and price.
 2. Notice column (user may write additional info or demands there)
 5. Before sealing/finishing the order, the user can control and adjust data that has been filled while ordering. The order will be sent by pressing „finish order“. All data filled while ordering is automatically taken as true and complete. INDIVIDUAL BIKE, s.r.o. immediately confirms receiving the order to the system by sending an automated system email containing a summary of the order and filled data and confirmation of accepting the order.
 6. INDIVIDUAL BIKE, s.r.o. is entitled to ask for additional confirmation of additional changes in the order. If the user/Buyer does not confirm changes, it is right of INDIVIDUAL BIKE, s.r.o. to reject sealing the buying contract.
 7. The contract is sealed by confirming an order except in cases where INDIVIDUAL BIKE, s.r.o. wants additional confirmation of an order, where both parties of the contract may or may not confirm and seal the contract.
 8. The user/Buyer agrees with the use of long-distance communication devices and services. Costs made by using such a devices and services (internet connection, phone bills,) are paid by the user/customer itself.
- 4. Price of Offered Articles and Terms of Payment**
1. The price of ordered articles and the cost of delivery and other costs included in the contract can be paid in the following way/s:
 1. Bank transfer in favor of bank account of INDIVIDUAL BIKE, s.r.o.
EUR IBAN: CZ53 0300 0000 0002 9378 7205,
BIC: CEKOCZPP,
Československá obchodní banka, a.s.
 2. The user/Buyer must pay the total cost. The total cost contains prices of ordered articles, delivery and packing fees and other costs sealed by the contract.
 3. Payment of the total cost must be made before dispatching the order.
 4. The user/Buyer must include the variable symbol in the payment (Number of the proforma invoice).
 5. INDIVIDUAL BIKE, s.r.o. must send an invoice after receiving payment and dispatching order. Invoices are sent in the plastic cover glued to the package. INDIVIDUAL BIKE, s.r.o. is a taxpayer.

5. Withdrawal from Purchase Contract

1. The Buyer cannot cancel the purchase contract in cases of:
 1. Goods that were customized according to the Buyer's specifications.
 2. Goods that are perishable.
 3. Goods that were irrevocably mixed with other items.
 4. Goods that were unpacked from sealed packing and cannot be repacked for hygiene reasons
 5. Electric accumulators have not been charged for several months.
2. In the case of Withdrawal from Purchase Contract, INDIVIDUAL BIKE, s.r.o. will refund the money within 14 days from the withdrawal using the same method as the payment was received. The Buyer must return all goods from the purchase contract within 14 days from the withdrawal in the exact same condition as they were received. INDIVIDUAL BIKE, s.r.o. will refund the money after receiving all goods from the withdrawn contract.
3. Claims for damages can be set off against claims for a refund of the purchase price of the Buyer.
4. If there is a free gift included with the goods from and the purchase contract is withdrawn by either party, the free gift must be returned with the goods from the purchase contract.

6. Delivery and Takeover of Goods.

1. In cases where delivery is individually requested by the Buyer, the Buyer assumes all risks and costs associated with such individual delivery.
2. If INDIVIDUAL BIKE, s.r.o. is obligated to deliver goods to a location specified by the Buyer (address), the Buyer is also obligated to take over the goods at the specified address.
3. If the subject of the purchase contract must be delivered repeatedly, the Buyer must cover all costs incurred that were caused by this case.
4. **When taking over goods from a forwarder, the Buyer is obliged to inspect the condition of the package and visually and physically check for any signs of damage. If the Buyer finds any damages or signs of tempering on the packing, he/she musts immediately inform the forwarder. If the Buyer discovers any damage or signs of unauthorized access to the package, he/she has the right to refuse to accept such a package. If the Buyer accepts the damaged package/packages regardless, INDIVIDUAL BIKE, s.r.o. reserves the full right to consider any complaints or refunds for goods that were inside damaged package.**
5. Every package (box) delivered by GLS is sealed with black polypropylene strapping tape. If the tape is damaged or missing, the Buyer must submit a "damage report" ("zápis o škodě"). If this document is not submitted, INDIVIDUAL BIKE, s.r.o. reserves the right to refuse the claim.
6. The Buyer must inspect the goods within 24 hours of delivery. If part of the order is missing, the Buyer must inform INDIVIDUAL BIKE, s.r.o. within 24 hours of delivery. INDIVIDUAL BIKE, s.r.o. reserves the right to resolve the complaint by rejecting it after more than 24 hours.
7. The Buyer must verify whether the serial number of the electric bicycle motor or accumulator matches the one provided in the email sent by the customer support of INDIVIDUAL BIKE, s.r.o. This number will be checked during the claim
8. Other rights and obligations of both parties regarding the delivery of goods can be adjusted by the seller when the seller issues such an adjustment of rights and obligations.

7. Rights Regarding Defective Fulfillment

1. The Rights and obligations of parties to purchase contract concerning defective fulfillment are subject to relevant binding regulations (provisions § 1914 - 1925, § 2099 - 2117 and § 2161 – 2174 of the Civil Code)
2. INDIVIDUAL BIKE, s.r.o. is responsible for ensuring that:
 1. Goods are free from malfunctions, visible damage, or defects upon delivery by the forwarder.
 2. Goods are suitable for their original intended purpose of use.
 3. Goods meet the grade and quality as described.
 4. Quantity and dimensions of goods correspond with the description and terms of the purchase contract.
 5. Goods comply with all legal requirements.
3. The provisions outlined in Article 7.2.1.-5, for which INDIVIDUAL BIKE, s.r.o. is responsible, cannot be applied to goods that have been discounted due to defect or previous use.
4. The Buyer has the right to assert a claim for defective goods or goods that do not conform to their intended properties within 24 months of purchase.

8. Other Rights and Obligations of the Parties

1. The Buyer acquires ownership of the goods upon payment of the full price.
2. The seller is not bound by any codes of conduct in relation to the Buyer as defined in provisions § 1826 art. 1 letter. e) of Civil Code
3. Consumer complaints are addressed by the seller through an electronic address.
4. Out-of-court settlement of consumer disputes in the sales contract is handled by Česká obchodní inspekce (Czech business inspection) at Štěpánská 567/15, 120 00 Praha 2, IČ: 000 20 869 or on the website <https://adr.coi.cz/cs>
5. Evropské spotřebitelské centrum Česká republika (The European Consumer Centre Czechia), located at Štěpánská 567/15, 120 00 Praha 2, website: <http://www.evropskyspotrebitel.cz>, serves as a contact point in accordance with Nařízení Evropského parlamentu a Rady (EU) (Regulation of the European Parliament and of the Council) č. 524/2013 from 21.5.2013 on online dispute resolution for consumer disputes.
6. The seller is authorized to sell the goods based on a trade license issued by the relevant Trade Licensing Office. Supervision of personal data protection is conducted by the Office for Personal Data Protection. The Czech Trade Inspection oversees compliance with Act No- 634/1992 Coll on consumer protection, among other responsibilities.
7. Therefore, the Buyer assumes the risk of changing circumstances as per § 1765 para. 2 of Civil Code

9. Personal Data Protection

1. Protection of the Buyer's personal data, as an individual, is governed by Law No. 101/2000 Coll., on Personal Data Protection.
2. Buyer consent to the processing of the following personal data:
 1. Name and surname
 2. Business name
 3. Delivery and billing address
 4. Identification number
 5. VAT number
 6. Phone number
 7. Email address
 8. Bank account number
3. **Unless the Buyer selects another option, he/she agrees to the processing of personal data by the seller for the purpose of sending information and commercial communications.**
4. Full agreement with the processing of personal data outlined in this Article is a prerequisite for concluding the purchase contract.
5. The Buyer is obligated to provide all personal data truthfully and completely.
6. By processing the Buyer's personal data, the seller may engage a third party as processor. Personal data will not be disclosed to third parties by the seller without the Buyer's prior consent, except for those involved in the transportation of goods.
7. Personal data will be processed indefinitely, either electronically in an automated manner or in printed form without automation.
8. The Buyer confirms the accuracy of the provided personal data and acknowledges that its provision is voluntary.
9. If the Buyer believes that the seller or processor is processing their personal data in a manner contrary to the protection of the privacy or in violation of the law, the Buyer may:
 1. Request an explanation from INDIVIDUAL BIKE, s.r.o.
 2. Demand the cessation of such processing of personal data.
10. Upon request, the seller is obligated to provide the Buyer with information regarding the processing of their personal data.

10. Sending of Newsletter, Business Proposals, and Usage of Cookies

1. The Buyer consents to receiving information related to goods, services, or the company INDIVIDUAL BIKE, s.r.o. via their registered email. The Buyer also agrees to receive newsletters and business proposals.
2. The Buyer consents to the storage of cookies on their computer.

11. Correspondence

1. Provisions, information, and changes made by the parties of the purchase contract shall be communicated via the electronic addresses of both parties. Furthermore, any alterations, provisions, and information shall also be dispatched by post to the contact addresses of both parties.

12. Final Provisions

1. In the case that a sales contract contains an international (foreign) element, the parties agree that Czech law shall govern the relationship.
2. This agreement does not affect consumer rights established by mandatory legislation.
3. Should any provision of these Terms of Business be deemed invalid or ineffective, or become so, the invalid clause shall be replaced by a provision that closely reflects the intended meaning of the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Changes and additions to the sales contract or terms of business require written consent.
4. The Seller archives the Purchase Agreement, including the Terms and Conditions, in electronic format, which is not accessible.
5. Seller's contact details: Invoicing address for INDIVIDUAL BIKE, s.r.o., Kmochova 2430, 430 03 Chomutov, Czechia; Delivery address for INDIVIDUAL BIKE, s.r.o., Otvice 52, 431 11 Otvice, Czechia; email address: support@bikeoutlet.cz; phone: +420 799 517 840.

Chomutov, 29. February 2024

Milan Seeman, CEO

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