

BUSSINESS CONDITIONS of INDIVIDUALBIKE, s.r.o.

Individualbike, s.r.o.

Kmochova 2430,
430 03 CHOMUTOV
Czech republic

ID: 27288595
VAT ID: CZ27288595

Registered in Bussiness 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. This bussiness conditions of bussiness company INDIVIDUALBIKE, s.r.o., with adress Kmochova 2430, 430 03 CHOMUTOV, Czech republic ID: 27288595 VAT: CZ27288595 (as „seller“) adjust in accordance with the provision 1751 odst. 1 zákona č. 89/2012 Sb., občanský zákoník (as „Civil code“) mutual right and responsibilities of both sides of contract created based on buying contract (as „Buying contract“) sealed between Seller and Buyer via online e-shop place on www adress www.bikeoutlet.cz (as „e-shop“) using interface of e-shop (as „web interface of e-shop“)
2. Bussiness conditions of company Individualbike, s.r.o. are valid against Law persons and Physical persons.
3. Provisions that are different from bussiness conditions can be adjusted using individual buyers contract. Individual buyers contract is preferenced before bussiness conditions.
4. Provisions of bussiness conditions are written in czech language and english language. Buyers contract can be written in both czech and english language.
5. Provisions of bussiness conditions can be adjusted by seller Individualbike, s.r.o.. Provisions of running or past contracts are not influenced by newly created or adjusted provisions of bussiness conditions.

2. User profile

1. Based on registration on web page www.bikeoutlet.cz, user can access his user interface. From user interface, user can search and order articles placed on e-shop.
2. User is obliged to fill in all required personal data corectly and truly during registration or during ordering. Any changes in required personal data must be adjusted immediately by user. All info and personal data filled by user are automaticly taken as correct and true by Individualbike, s.r.o..
3. Access into user interface is secured by login data containing username and password. User is obligated to keep his login data secured from any use of third person.
4. Using account of unauthorized person is prohibited. Only original user is meant to use his/her account.
5. Individualbike, s.r.o. can delete user profile in case that user doesnt use his account more than one year or if user breaks bussiness condition or buyers contract.
6. User is accepting that his account may not be accesible non-stop in accordance to nessesary services of hardware and software equipment of Individualbike, s.r.o. and third parties (web hosting provider)

3. Sealing purchase contract

1. whole presentation of offered articles on www.bikeoutlet.cz is just of informative and illustrative character and Individualbike, s.r.o. is not obligated to seal purchase contract. Provision § 1732 odst. 2 of Civil code will not be applied.
2. Web interface of www.bikeoutlet.cz contains informations about offered articles including prices of each article and cost of deliveries and returning articles in case that 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 whole time that mentioned articles are shown on our webpage. Only difference can be caused by supplying demanded article from different supplier that may have bigger price. Possibility of sealing individual contract between buyer and seller is not influenced by this provision.
3. Web interface of www.bikeoutlet.cz doesnt contain info about prices of delivery and packing. This info can be told on demand of customer/user, but it is shown on proforma invoices.
4. When ordering from www.bikeoutlet.cz 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 order, user can control and adjust data which has been filled while ordering. Order will be send by pressing „finish order“. All data filled while ordering are automatically taken as true and complete. Individualbike, s.r.o. immediately confirms recieving order to system by sending automated system email containing summary of order and filled data and confirmation of accepting the order.
6. Individualbike, s.r.o. is entitled to ask for additional confirmation of additional changes in order. If user/buyer wont confirm changes, it is right of Individualbike, s.r.o. to reject sealing buying contract.
7. Contract is sealed by confirming an order except cases where individualbike, s.r.o. wants additional confirmation of an order, where both parties of contract may or may not confirm and seal contract.
8. User/buyer agrees with use of long-distance communication devices and services. Cost made by using such a devices and services (internet connection, phone bills,..) are paid by user/customer itself.

4. Price of offered articles and terms of payment

1. Price of ordered articles and cost of delivery and other cost included by contract can be paid following way/s:
 1. bank transfer in favor of Individualbike, s.r.o. bank account
EUR IBAN: DE07855901004557865905, BIC: GENODEF1NGS Volksbank Löbau-Zittau eG
 2. buyer/user must pay total cost. Total cost contains prices of ordered articles, delivery and packing fees and other cost sealed by contract.
 3. Pament of total cost must be done before dispatching of order.
 4. User/buyer must include variabil symbol into payment.
 5. Individualbike, s.r.o. must send invoice after recieveing payment and dispatching order. Invoices are send electronically via email. Individualbike, s.r.o. is tax payer.

5. Withdrawal from purchase contract

1. Buyer cannot abort purchase contract in cases of:
 1. Goods that were edited by his demand
 2. Goods that are subjects of rapid ruin
 3. Goods that were irrevocably mixed with other goods
 4. Goods that were unpacked from sealed packing and from hygienic reasons cannot be re-packed again

2. If it is not a case of article no.1 of withdrawal from purchase contract or other case where it is not possible to withdraw from purchase contract, buyers has right by provision § 1829 odst. 1 Civil code, to withdraw from purchase contract within 14 days from takeover of goods. In case that delivery of goods from purchase contract is continuous, term starts from takeover of last part.
 3. In case of withdrawal from purchase contract by part 2. of withdrawal from purchase contract, Individualbike, s.r.o. will refund money within 14 days from withdrawal same way that money were recieved. Buyer must retur whole goods from purchase contract within 14 days from withdrawal in exact same condition as it was recieved. In case that buyer withdraw from purchase contract, Individualbike, s.r.o. will refund money after Individualbike, s.r.o. will recieve all goods from withdrew contract.
 4. Claim for damages can be accounted against claim for refund of purchase price of buyer.
 5. In case where buyer can withdraw from purchase contract by provision § 1829 odst. 1 of Civil code, Individualbike, s.r.o. has right to withdraw too untilltakeover of good by buyer. In that cases Individualbike, s.r.o. will return money without delay by bank transfer in favour of buyers bank account.
 6. If there is free present that comes with goods from purchase contract and purchase contract were withdraw by any of contract parties, free present must be returned with goods from purchase contract.
- 6. Delivery and takeover of goods.**
1. In case where delivery is individual by demand of buyer, buyer takes all risks and cost of such an individual delivery form.
 2. If Individualbike, s.r.o. is obliged to deliver good on place that buyer determine (adress), buyer is also obliged to takeover goods on determined adress.
 3. If subject of perchase contract must be delivered repeatedly, buyer must cover all cost that were caused by this.
 4. **When taking over good from forwarder, buyer is obliged to visually and physicaly controll state of package and search for any signs of damage. If buyer find some damages or harms on packing he/she is obliged to immediately inform forwarder. In case that buyer find some harm or damage on packing, or any signs of unauthorized acces into package, he has right to refuse taking over such a package. If he takes over damaged package/packages anyway, Individualbike, s.r.o. has full right to consider any complain or refunds of goods that were inside damaged package.**
 5. Other rights and obligations of both parties about delivering goods can be adjusted by seller when seller will issue such a adjustmens of rights and obligations.
- 7. Rights from Defective fulfillment**
1. Rights and obligations of parties of purchase contract regarding defective fullfilment is subordinate to relevant generally binding regulations (provisions § 1914 - 1925, § 2099 - 2117 and § 2161 - 2174 civil code)
 2. Individualbike, s.r.o. is responsible for:
 1. Goods doesnt have any malfunctions, visible harms or damage when passing of to forwarder
 2. Goods are valid for original purpose of use.
 3. Goods has grade and quality that was described
 4. Quantity and dimensions of goods checks with describtion and purchase contract
 5. Goods comply with legal requirements
 3. Provision of article 7.2.1.-5 of Individualbike, s.r.o. is responsible for, cant be applied on goods that were discounted because of defect or used up.
 4. Buyer has right to enforce the right to complain goods that is defective or doenst have properties that it was meant to have for 24 months from purchase.

8. Other rights and obligations of the parties

1. buyer acquires ownership of goods by paying whole price
2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of the provision § 1826 art. 1 letter. e) of civil code
3. Consumer complaints are handled by the seller through an electronic address.
4. Out-of-court settlement of consumer disputes in the sales contract is solved by Česká obchodní inspekce (Czech bussiness inspection) on adress Štěpánská 567/15, 120 00 Praha 2, IČ: 000 20 869 or on webpage <https://adr.coi.cz/cs>
5. Evropské spotřebitelské centrum Česká republika, se sídlem Štěpánská 567/15, 120 00 Praha 2, webpage: <http://www.evropskyspotrebitel.cz> is a contact point according to Nařízení Evropského parlamentu a Rady (EU) (Regulation of the European Parliament and of the Council) č. 524/2013 from 21.5.2013 about consumer dispute resolution online
6. The seller is authorized to sell the goods on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection performs, among other things, the supervision of compliance with the law 634/1992 Sb., protection of consumer.
7. The buyer thus takes on the risk of changing circumstances in the sense of § 1765 odst. 2 of civil code

9. Personal data protection

1. Protection of the buyer's personal data, which is a individual person, is provided by law 101/2000 Sb about personal data protection.
2. Buyers agree with processing of following personal data
 1. name and forename
 2. bussiness name
 3. delivery and billing adress
 4. identificational number
 5. VAT number
 6. phone number
 7. email adress
 8. bank account number
3. **If the buyer does not choose another option, he agrees with the processing of personal data by the seller also for the purpose of sending information and commercial communications**
4. Agreeing with the processing of personal data in its entirety pursuant to this Article is a condition for the conclusion of the purchase contract.
5. Buyer is obligated to fill in all personal data truly and completely
6. By processing the buyer's personal data, the seller may assign a third party as processor. In addition to persons transporting goods, personal data will not be passed on to third parties by the seller without the buyer's prior consent.
7. Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated manner.
8. The Buyer confirms that the personal data provided are accurate and that he has been informed that this is a voluntary provision of personal data.
9. If the buyer believe that the seller or processor is processing its personal data contrary to the protection of the private and personal life of the buyer or in contradiction with law, buyers should demand:
 1. explanation from Individualbike, s.r.o.
 2. elimination of such a use of personal data
10. If the buyer asks for information about the processing of his personal data, the seller is obligated to pass on this information.

10. Sending of newsletter and bussiness proposals and usage of cookies

1. Buyer agree with recieveing informations regarding/containing goods, services or company Individualbike, s.r.o. on registered email. Buyer also agree with recieving newsletters and bussiness proposals.
2. Buyer agree with saving cookies on his computer.

11. Corespondation

1. Provisions and informations and changes of parties of purchase contract should be delivered on electronic adresses of both parties. Also all changes, provisions and informations should be send by post on contact adresses of both parties.

12. Final provisions

1. If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law.
2. This is without prejudice to consumer rights resulting from generally binding legislation.
3. If any provision of the Terms of Business is invalid or ineffective or becomes one, Instead of invalid clauses, a provision will be enacted to the provision that is as close as possible to the the meaning of the invalid provision. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. Changes and additions to the sales contract or business terms require a written form.
4. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
5. Contact details of the seller: Address for delivery of Individualbike, s.r.o., Kmochova 2430, 430 03 Chomutov, e-mail address spyder@spyder.cz, phone +420 777 292 140.

Chomutov, 16.may 2018

Milan Seeman, CEO

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