General Terms and Conditions

General Provisions

These Terms and Conditions define the rights and obligations of the E-Moto-Park.com, Radim Karczmarzyk, ID No.: 09428062, place of business: Návsí 181 (hereinafter referred to as the Seller) and the Buyer - the Consumer.

Ordering goods

By completing and sending an order placed through the online shop, the customer confirms the binding nature of the order and his/her agreement to these terms and conditions. You will be informed of the acceptance of your order by a confirmation email, provided that you provide the correct email address.

If you do not receive a confirmation email with a copy of your order, please contact us either by phone or by email info (at) e-moto-park . com. A confirmation email confirming receipt of your order in the system is not a confirmation of your order. If the goods you have ordered are not currently in stock or the delivery date cannot be met, you will be informed of this fact by e-mail. If you cancel your order within 24 hours, either by e-mail or telephone, the order will be deemed cancelled. When cancelling an order by email, please be sure to include your name, email address and a description of the goods you are cancelling.

Order cancellation

On the part of the buyer - the buyer can cancel the order at any time before the binding confirmation of the order without giving any reason. After the binding confirmation of the order, cancellation can only be made if the seller fails to meet the agreed delivery conditions. In the event of cancellation of a confirmed order, the buyer is obliged to pay the seller for the damage caused by this action.

The Seller may exercise the right to payment of damages, in particular in the case of purchase of goods "to order", which had to be procured at the request of the customer or in the event that in connection with the provision of the goods there has already been incurred demonstrable costs, such as unnecessary transport, etc. by the Seller - the Seller reserves the right to cancel the order or part of it in the following cases: the goods are no longer produced or delivered, or if the price of the supplier of the goods or the cost of execution or delivery of the order has changed significantly and the customer does not accept the price change.

In the event that this situation arises, the Seller will immediately contact the Buyer to agree on a further course of action. If the buyer has already paid part or all of the purchase price, it will be transferred back to the buyer's account as soon as possible, but no later than 30 working days.

Withdrawal from the purchase contract

On the part of the buyer - the buyer has the right under § 53 CC 40/1964 Coll. to withdraw from the contract within 14 days of the purchase of the goods. This right is conditional on the purchase as a natural person (not on an ID number).

Please contact us in writing that you are requesting to withdraw from the contract. Please include your order number and the date of purchase. After sending your request to withdraw from the purchase contract, please wait for the contact of the complaints officer who will inform you to which address to send the goods. In the case of withdrawal from the purchase contract, the customer always sends the goods at his/her own expense under the following conditions:

it must not be used, it must be undamaged, it must be complete (including accessories, warranty card, instructions, etc.), with a copy of the proof of purchase

We are not responsible for any loss or damage to the goods on their way to us. Please do not send goods on COD or they will not be collected.

If all the above conditions for returning the goods are met, we will send you the money for the goods by bank transfer to your account within 30 days of withdrawal. In the event of non-delivery of complete goods or otherwise contrary to the above conditions, the deadline will be postponed until the delivery of full goods.

If any of the above conditions are not met, we will not accept the withdrawal from the consumer contract and the goods will be returned at the cost of the sender or stored at our premises for a handling charge of 0.5% of the sale price of the goods per day of storage.

Order processing

In the event of any doubt, the operator or its responsible representative has the right to contact the customer using the details provided by the customer. If the customer cannot be contacted, the order will be cancelled.

Payment methods

-by bank transfer - when paying by bank transfer, the customer will be informed in writing about the status of the order (see above) and will be provided with all the necessary data for transferring the amount to the operator's account.

-Online credit card payment - when paying online by credit card, the customer will be informed in writing of the status of the order (see above).

An advance invoice will be issued to the customer and sent to their email. After the amount has been credited to the operator's account, the goods will be sent immediately to the billing or delivery address specified in the order.

-at the company's headquarters only collection of goods is possible for the time being, cash payments are possible.

Delivery conditions

The delivery date depends on the type of goods ordered. In the case of commonly available goods and goods that we have in stock, the shipment is usually dispatched on the next working day. The delivery time is 10 days from receipt of the order.

The place of collection is determined on the basis of the buyer's order. Delivery of the goods to the specified location shall be deemed to have been fulfilled. Transportation to the destination address is provided by the Seller. The shipment of goods always includes a tax receipt.

We provide delivery of the goods throughout the Czech Republic by mail order.

Personal collection for picking up the ordered goods is possible at our place of business or at our dealers.

Warranty and claims

The terms and conditions include a warranty policy.

Prices of goods, VAT

The operator of the online store is not a VAT payer. All prices of goods are quoted excluding VAT and PHE (for goods subject to recycling fee).

Discount coupon

The discount coupon issued by our company can only be redeemed on our e-shop.

Privacy Policy

By submitting a completed order, the buyer gives the seller, in accordance with Section 5 of Act No. 101/2000 Coll., as amended, on the protection of personal data, for an indefinite period of time, consent to the processing of the buyer's personal data (title, name, surname, birth number or date of birth, residence, telephone number, e-mail address) in the seller's database for its needs for the purpose of recording contracts, accounting records and for the purpose of sending new offers of goods. The Seller undertakes that the personal data will only be accessible to employees who have undertaken to maintain the confidentiality of the personal data.

The online shop reserves the right to withdraw from the security guarantee in the event of an attack on the server by an unknown perpetrator (hacker). Only in such a case the above mentioned data handling rules do not apply.

Complaints procedure

This Complaints Procedure has been prepared in accordance with the Civil Code, in accordance with the provisions of Act No. 40/1964 Coll. and applies to consumer goods (hereinafter referred to as "goods") for which the buyer's rights under liability for defects (hereinafter referred to as "claims") are exercised during the warranty period. By accepting the goods from the Seller, the Buyer agrees to the Complaints Procedure set out below. In the event that the goods are not collected in person, the acceptance of the goods shall be understood as the moment of their handover to the first carrier.

Check

The Customer shall inspect the delivery if it is not visibly damaged or defaced in any way. If the delivery is damaged, the customer shall not accept the delivery and shall immediately contact the e-moto-park.com online shop. If the Customer discovers any difference between the invoice and the goods actually delivered, or has not received the invoice - tax document with the shipment, he is obliged to inform the e-moto-park.com online shop immediately, failing which he runs the risk that any subsequent claim will not be accepted. Only goods complete, with accompanying documentation and in their original packaging will be accepted for warranty repair.

Claims for e-moto-park.com shipments can only be made at the supplier's place of business:

Radim Karczmarzyk

Návsí 181

Návsí

73992

Info(at)e-moto-park.com

tel.-721-625-601-

Complaints, how to proceed?

Our company tries to be as close to you as possible. We know from our own experience, and probably everyone knows, how unpleasant it is to make a claim on a product. However, if there is already a problem, e.g. the goods did not arrive in full order or a defect has appeared during use, please follow the instructions in the following paragraphs of this page.

- the goods arrived in damaged packaging.

In such a case, it is better not to accept the parcel or to inspect the parcel together with the delivery person to make sure that it is complete and in the original packaging intact. However, in any case, the delivery person is obliged to draw up a report on the damaged parcel at your request, and with this document you must come to your branch of the Czech Post within 24 hours of receipt, where you can file a claim for damage. Do not send the goods to us, the claim must be made within 24 hours of receipt, and if you first send the parcel to our company, this is not correct. e-moto-park.com cannot compensate you for such a claim. Please let us know how the claim went at the post office. Thank you.

- The goods arrived in intact packaging, but are mechanically damaged by shipping.

Please send the goods to us at the above address, we will replace them and send new goods within 5 days.

- the goods arrived in order, but there is a defect in the operation.

If you discover a defect in the goods (even over time), please check the purchase receipt to see if the goods are under warranty (the functional warranty is usually 24 months unless otherwise stated), if the goods are under warranty send them with a copy of the purchase receipt to our address. What to include with the parcel sent to us for a claim and other information can be found in the paragraph below. We will assess your claim and will do our best to deal with it as quickly as possible.

Description of a correctly sent claim.

First, please inform us in writing to: info(zavinac)e-moto-park . com, then please prepare the tax document that was delivered with the goods. Please wrap the defective goods in the original packaging and do not forget to enclose a copy of the delivery receipt or other proof of when the goods were delivered to you, as well as a detailed description of the defect in the product. Please send the defective goods together with the proof of purchase and a description of the defect and your return address and contact details to our address above. The customer bears the cost of transporting the claim to e-moto-park.com's premises, as well as the risk and responsibility for damage to the shipment by transport. For this reason, we recommend that you insure the shipment.

Limitation of warranty

 engine and parts warranty

 engines: 2 years

Batteries: 6M /2 years

Other parts: 6 months

Warranties are limited to replacement of parts when products are determined by the manufacturing company, at its sole discretion, to be defective.

Loss of Warranty

Overloading or disassembly.

Please ensure here your bike is compatible with our conversion kit. If you find that the parts you have purchased are not suitable for your bike, please do not install them by force or by disassembling individual components. For example, if you find the wrong spacing of the front fork or rear mounting points. The front spacing should be 100mm and the rear spacing 135mm. If the fixing dimensions do not match, you will need to modify the bike frame or contact us to request a replacement with the correct type of motor.

Overvoltage - Connecting a battery with a higher voltage than that specified on the conversion kit is not acceptable. Connecting a battery with a higher voltage rating is highly likely to damage the regulator, wires, connectors. Therefore, this defect caused by you is not covered by the warranty.

Furthermore, the warranty does not cover the use of electric kits or e-bikes in an environment where there is a likelihood of water entering the motor, mud, chemicals and other contaminants causing the electric motor and other parts of the entire conversion kit to become inoperable. Further, the warranty does not cover the use of the conversion kit for stunt purposes, jumping on ramps, competition events, acrobatics, off-road use and similar activities.

Upon discovery of any damage caused by inadequate maintenance, improper storage, improper transportation, misuse, neglect, abuse, or use of the product contrary to the warnings in the product manual

The warranty also does not cover any defects in the product which, in the opinion of the manufacturer, have been caused by improper configuration, repair, alteration, modification. Authorized repairs are provided only by the manufacturer and its dealers.

When the conversion kit is used for a third party, for rental or commercial purposes, the warranty is reduced to one year for the motors, six months for the battery and other parts.

For any further questions, please contact us using our form at

www-e-moto-park.com

e-moto-park.com will handle your claim within 30 days.

We normally resolve technical problems within 72 hours and other claims within 14 days.

Dispute resolution

Mutual disputes between the seller and the buyer are resolved by the general courts.

The Seller undertakes to seek out-of-court dispute resolution with the Buyer as a matter of priority, unless the Buyer refuses.

This procedure does not constitute mediation pursuant to Act No. 202/2012 Coll., on Mediation, as amended, nor arbitration pursuant to Act No. 216/1994 Coll., on Arbitration and Enforcement of Arbitral Awards, as amended, and its use is without prejudice to the right of the parties to take their claims to court. During the out-of-court settlement negotiations, the limitation and prescription periods under the Civil Code shall not run or begin to run unless one of the parties to the dispute expressly refuses to continue the negotiations.

Supervision of compliance with the obligations under Act No 634/1992 Coll., on Consumer Protection, as amended, is carried out by the Czech Trade Inspection Authority (www.coi.cz).

Notice of disposal:

According to the European Directive 2002/96/EC, electrical equipment that is no longer usable and according to the European Directive 2006/66/EC, defective or used accumulators/batteries must be collected separately and transported for environmentally friendly recycling.

Do not landfill or dispose of the drive unit, control computer, batteries, speed sensor, accessories and batteries by incineration. Batteries must be recycled in a special way. Return batteries for disposal to your dealer or contact

The e-moto-park.com take-back facilities.

Radim Karczmarzyk, Návsí 181, Návsí 73992

Drop off your old batteries with us for free! When transporting, please observe the following instructions.

1.Avoid short circuits and mechanical damage.

2.Store in a cool and dry place.

3.Leave protective covers on the poles (if present)

4.Never dispose of old batteries in household waste

5.Prevent unwanted movements of the battery during transportation

Final arrangements

These Terms and Conditions form an integral part of any contract of sale arising in the context of a mail order sale between the Seller and the Buyer. The Buyer accepts these terms and conditions in full and without reservation by sending his order to the Seller.

These terms and conditions shall come into force and effect on 1 January 2020 and shall remain in force until revoked or amended. Legal relations not covered by these terms and conditions shall be governed by the law of the Czech Republic.