

General Terms and Conditions

I.

Basic Provisions

1. These general terms and conditions (hereinafter referred to as “**Terms and Conditions**”) are issued pursuant to § 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**Civil Code**”)

MOTOPLACE s.r.o.

Company ID: 11751185

VAT ID: CZ 11751185

Registered Office: Sokolovská 675/9, Karlín, 186 00 Prague 8

Registration Number: C 384743 - Municipal Court in Prague

Contact details - branch: Zimmlerova 2907/36, 70030 Ostrava

Email: info@txrmoto.cz

Phone: +420 736 298 458

Website: www.txrmoto.cz

(hereinafter referred to as the “**seller**”)

1. These terms and conditions govern the mutual rights and obligations of the seller and a natural person who enters into a purchase agreement outside of their business activities as a consumer, or within their business activities (hereinafter referred to as the “**buyer**”), through the web interface placed on the website available at the internet address www.txrmoto.cz. (hereinafter referred to as the “**online store**”).
2. The provisions of the terms and conditions are an integral part of the purchase agreement. Deviating agreements in the purchase agreement take precedence over the provisions of these terms and conditions.
3. These terms and conditions and the purchase agreement are concluded in the Czech language.

II.

Information about Goods and Prices

1. Information about the goods, including the listing of prices for individual goods and their main characteristics, is provided for each product in the online store catalog. Prices of goods are listed inclusive of value-added tax, all related fees, and costs for returning goods if the goods, by their nature, cannot be returned by the usual postal route. Prices of goods remain valid for the duration they are displayed in the online store. This provision does not exclude the agreement of a purchase agreement under individually agreed conditions.
2. All presentations of goods placed in the online store catalog are of an informative nature and the seller is not obliged to conclude a purchase agreement regarding these goods.
3. The online store publishes information about the costs associated with packaging and delivering goods.
4. Any discounts from the purchase price of goods cannot be combined unless otherwise agreed by the seller and the buyer.

III.

Order and Conclusion of the Purchase Agreement

1. The costs incurred by the buyer when using remote communication means in connection with entering into the purchase agreement (internet connection costs, telephone call costs) are borne by the buyer himself/herself. These costs do not differ from the basic rate.
2. The buyer places an order for goods in the following ways:
 - through their customer account, if they have previously registered in the online store,
 - by filling out the order form without registration.

1. When placing an order, the buyer selects the goods, the number of units, the payment method, and the delivery method.
2. Before sending the order, the buyer is allowed to check and change the data that they have entered into the order. The buyer sends the order to the seller by clicking the "Order" button with the obligation to pay. The data provided in the order are considered correct by the seller. A condition for the validity of the order is the completion of all mandatory fields in the order form and the buyer's confirmation that they have familiarized themselves with these terms and conditions.
3. Immediately after receiving the order, the seller sends the buyer a confirmation of receipt of the order to the email address the buyer provided when placing the order. This confirmation is automatic and is not considered the conclusion of the contract. The attachment to the confirmation is the current terms and conditions of the seller. The purchase agreement is concluded only after the seller accepts the order. The notification of acceptance of the order is delivered to the buyer's email address. / Immediately after receiving the order, the seller sends the buyer a confirmation of receipt of the order to the email address the buyer provided when placing the order. This confirmation is considered the conclusion of the contract. The attachment to the confirmation is the current terms and conditions of the seller. The purchase agreement is concluded by the seller's confirmation of the order to the buyer's email address.
4. If the seller cannot fulfill any of the requirements specified in the order, they will send the buyer a modified offer to their email address. The modified offer is considered a new proposal for the purchase agreement and the purchase agreement is concluded in such a case by the buyer's confirmation of acceptance of this offer to the seller's email address provided in these terms and conditions.
5. All orders received by the seller are binding. The buyer can cancel the order until the seller has delivered the notification of

acceptance of the order to the buyer. The buyer can cancel the order by phone to the seller's phone number or email address listed in these terms and conditions.

6. In case of an obvious technical error on the seller's side when stating the price of goods in the online store or during ordering, the seller is not obliged to deliver goods to the buyer at this completely obvious erroneous price even if an automatic confirmation of receipt of the order has been sent to the buyer according to these terms and conditions. The seller informs the buyer about the error without undue delay and sends the buyer a modified offer to their email address. The modified offer is considered a new proposal for the purchase agreement and the purchase agreement is concluded in such a case by the buyer's confirmation of acceptance to the seller's email address.
7. All orders received by the seller are binding. The buyer can cancel the order until the seller has delivered the notification of acceptance of the order to the buyer. The buyer can cancel the order by phone to the seller's phone number or email address listed in these terms and conditions.

IV.

Customer Account

1. Based on the buyer's registration conducted in the online store, the buyer can access their customer account. From their customer account, the buyer can place orders for goods. The buyer can also order goods without registration.
2. When registering for a customer account and when ordering goods, the buyer is obliged to provide all information correctly and truthfully. The buyer is obliged to update the information provided in their user account whenever they change it. The information provided by the buyer in the customer account and when ordering goods is considered correct by the seller.
3. Access to the customer account is secured by a username and password. The buyer is obliged to keep confidential the information necessary to access their customer account. The seller is not responsible for any misuse of the customer account by third parties.
4. The buyer is not authorized to allow third parties to use the customer account.
5. The seller may cancel the user account, especially if the buyer no longer uses their user account for a long time, or if the buyer breaches their obligations under the purchase agreement or these terms and conditions.
6. The buyer acknowledges that the user account may not be available continuously, especially considering the necessary maintenance of the seller's hardware and software equipment or the necessary maintenance of third-party hardware and software equipment.

V.

Payment Terms and Delivery of Goods

1. The price of goods and any costs associated with the delivery of goods under the purchase agreement can be paid by the buyer in the following ways:

- Non-cash transfer to the seller's bank account CZK no. 2202051630/2010, IBAN: CZ47 2010 0000 0022 0205 1630, SWIFT/BIC FIOBCZPPXXX maintained at FIO Bank
- Non-cash payment by credit card,
- Non-cash transfer to the seller's account via the ShoptetPay payment gateway
- Cash on delivery in cash at the time of goods delivery,
- In cash or by credit card upon personal pickup at the seller's store,
- In cash or by credit card upon personal pickup at a Zásilkovna parcel pickup point

1. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with delivering the goods.
2. In the case of cash payment, the purchase price is due upon receipt of the goods. In the case of non-cash payment, the purchase price is due within days from the conclusion of the purchase agreement.
3. In the case of payment via the payment gateway, the buyer proceeds according to the instructions of the relevant electronic payment provider.
4. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the seller's bank account.
5. The seller does not require the buyer to make any advance payment or similar payment. Payment of the purchase price before dispatching the goods is not an advance payment.
6. Pursuant to the Act on Revenue Recordkeeping, the seller is obliged to issue a receipt to the buyer. At the same time, the seller is obliged to record the received revenue with the tax authority online, in the case of a technical outage no later than 48 hours
7. The goods are delivered to the buyer:

- to the address specified by the buyer in the order
- via a parcel pickup point to the address of the pickup point specified by the buyer,
- by personal pickup at the seller's store.

1. The choice of delivery method is made during the ordering of goods.
2. The costs of delivering goods, depending on the method of sending and receiving the goods, are listed in the buyer's order and in the seller's order confirmation. If the method of transportation is agreed upon based on a special request from the buyer, the buyer bears the risk and any additional costs associated with this method of transportation.
3. If the seller is obliged under the purchase agreement to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to accept the goods upon delivery. If, for reasons on the buyer's side, it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of goods or the costs associated with a different method of delivery.
4. Upon receiving the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and immediately report any defects to the carrier. If the buyer finds that the packaging has been broken indicating unauthorized entry into the package, the buyer is not obliged to accept the package from the carrier.
5. The seller issues a tax document – invoice to the buyer. The tax document is sent to the buyer's email address.
6. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by accepting the goods.
7. Responsibility for accidental destruction, damage or loss of goods passes to the buyer at the moment of acceptance of the goods or at the moment when the buyer had the obligation to accept the goods but did not do so in violation of the purchase agreement.

VI.

Withdrawal from the Contract

1. A buyer who has concluded a purchase agreement outside of their business activities as a consumer has the right to withdraw from the purchase agreement.
2. The period for withdrawal from the contract is 14 days
 - from the day of receipt of the goods,
 - from the day of receipt of the last delivery of goods, if the contract involves several types of goods or delivery of multiple parts,
 - from the day of receipt of the first delivery of goods, if the contract involves regular repeated delivery of goods.
1. The buyer cannot, among other things, withdraw from the purchase agreement

- the provision of services, if they were fulfilled with the buyer's prior explicit consent before the withdrawal period expired and the seller informed the buyer before concluding the contract that in such a case they have no right to withdraw from the contract,
 - the supply of goods or services whose price depends on fluctuations in the financial market independently of the seller's will and which may occur during the withdrawal period,
 - the delivery of alcoholic beverages that can only be delivered after thirty days and whose price depends on fluctuations in the financial market independent of the seller's will,
 - the supply of goods that have been customized according to the buyer's wishes or for their person,
 - the delivery of goods that are subject to rapid deterioration, as well as goods that have been irreversibly mixed with other goods after delivery,
 - the delivery of goods in a sealed package, which the buyer has opened and for hygienic reasons cannot be returned,
 - the delivery of audio or video recordings or computer programs if their original packaging has been breached,
 - the delivery of newspapers, periodicals, or magazines,
 - the delivery of digital content if it was not delivered on a tangible medium and was delivered with the buyer's prior explicit consent before the withdrawal period expired and the seller informed the buyer before concluding the contract that in such a case they have no right to withdraw from the contract,
-
- in other cases specified in § 1837 of the Civil Code.

1. To comply with the withdrawal period, the buyer must send a declaration of withdrawal within the withdrawal period.
2. To withdraw from the purchase agreement, the buyer can use the model form for withdrawal from the contract provided by the seller. The buyer sends the withdrawal from the purchase agreement to the seller's email or delivery address listed in these terms and conditions. The seller promptly confirms receipt of the form to the buyer.
3. A buyer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the seller. The buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.
4. If the buyer withdraws from the contract, the seller will promptly return, no later than 14 days from the withdrawal from the contract, all monetary funds including delivery costs received from them, in the same manner. The seller will return the received monetary funds to the buyer in a different manner only if the buyer agrees to it and if it does not result in additional costs for the buyer.
5. If the buyer has chosen a delivery method other than the cheapest method offered by the seller, the seller will return to the buyer the costs of delivering the goods in an amount corresponding to the cheapest offered method of delivering the goods.
6. If the buyer withdraws from the purchase agreement, the seller is not obliged to return the received monetary funds to the buyer before the buyer hands over the goods or proves that they have sent the goods to the seller.
7. The buyer must return the goods to the seller undamaged, unworn, and unsoiled, and if possible, in the original packaging. The seller is entitled to offset the claim for damages arising from the goods against the buyer's claim for refunding the purchase price.
8. The seller is entitled to withdraw from the purchase agreement

due to depletion of stock, unavailability of goods, or when the manufacturer, importer, or supplier has discontinued the production or import of goods. The seller promptly informs the buyer via the email address specified in the order and returns within 14 days of notifying the buyer of withdrawal from the purchase agreement all monetary funds including delivery costs received from them based on the contract, in the same manner or in a manner specified by the buyer.

VII.

Rights in Case of Defective Performance

1. The seller is responsible to the buyer that the goods have no defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer received the goods
 - the goods have the characteristics agreed by the parties, and in the absence of such agreements, have the characteristics described by the seller or manufacturer or expected by the buyer considering the nature of the goods and based on advertising conducted by them,
 - the goods are fit for the purpose stated by the seller for their use or for which goods of this type are usually used,
 - the goods correspond in quality or performance to the agreed sample or template, if the quality or performance was determined according to the agreed sample or template,
 - the goods are in the appropriate quantity, degree, or weight, and
 - the goods comply with legal requirements.

1. The seller's obligations in case of defective performance are at least to the extent that the obligations of the manufacturer in case of defective performance last. Otherwise, the buyer is entitled to exercise the right in case of a defect occurring in consumer goods within twenty-four months from receipt.
 2. If the time during which the goods can be used is stated on the sold goods, on their packaging, in the instructions attached to the goods, or in advertising in accordance with other legal regulations, the provisions on warranty for quality apply. The warranty for quality commits the seller to ensure that the goods will be fit for use for the usual purpose or will retain the usual properties for a certain period. If the buyer has reasonably reported a defect of the goods to the seller, the period for exercising rights in case of defective performance and the warranty period do not run during the period when the buyer cannot use the defective goods.
 3. The provisions stated in the previous paragraph of the terms and conditions do not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear and tear of goods caused by their usual use, to a defect in used goods corresponding to the extent of use or wear that the goods had upon receipt by the buyer, or if it follows from the nature of the goods. The buyer is not entitled to exercise the right in case of defective performance if the buyer knew before receiving the goods that the goods had a defect, or if the buyer caused the defect themselves.
 4. In the event of a defect, the buyer can present a complaint to the seller and demand:
 - replacement with new goods,
 - repair of the goods,
 - a reasonable discount from the purchase price,
 - withdrawal from the contract.
1. The buyer has the right to withdraw from the contract,

- if the goods have a significant defect,
- if they cannot properly use the item due to recurring defects or defects after repair,
- in the case of a larger number of defects in the goods.

1. A significant breach of the contract is such a breach of the contract which the party breaching the contract already knew or had to know at the time of concluding the contract that the other party would not conclude the contract if they had foreseen this breach.
2. In the case of a defect that constitutes a non-significant breach of the contract (regardless of whether it is a removable or non-removable defect), the buyer is entitled to have the defect removed or to a reasonable discount from the purchase price.
3. If a removable defect recurs after repair (usually the third complaint for the same defect or the fourth for different defects) or if the goods have a larger number of defects (usually at least three defects simultaneously), the buyer has the right to demand a discount from the purchase price, replacement of goods, or withdrawal from the contract.
4. When exercising the complaint, the buyer is obliged to inform the seller which right they have chosen. Changing the choice without the seller's consent is only possible if the buyer requested repair of a defect that turns out to be irreparable. If the buyer does not timely choose their right in case of a significant breach of the contract, they have the same rights as in the case of a non-significant breach of the contract.
5. If repair or replacement of the goods is not possible, based on withdrawal from the contract, the buyer can demand a full refund of the purchase price.
6. If the seller proves that the buyer knew about the defect of the goods before receipt or caused it themselves, the seller is not obliged to comply with the buyer's claim.
7. The buyer cannot complain about discounted goods for the reason for which the goods are discounted.
8. The seller is obliged to accept a complaint at any store where the acceptance of the complaint is possible, or at the registered office or place of business. The seller is obliged to issue the buyer a written confirmation stating when the buyer exercised their right, what the complaint is about, and which method of handling the complaint the buyer is requesting, as well as

confirmation of the date and method of handling the complaint, including confirmation of repair and the duration of repair, or a written justification of the rejection of the complaint.

9. The seller or their authorized employee decides on the complaint immediately, in complex cases within three working days. The time for this period does not include the reasonable time required depending on the type of product or service necessary for an expert assessment of the defect. The complaint, including the removal of the defect, must be handled without delay, no later than 30 days from the date of filing the complaint, unless the seller and buyer agree on a longer period. The expiration of this period is considered a significant breach of the contract and the buyer has the right to withdraw from the purchase agreement. The moment of exercising the complaint is considered to be the moment when the buyer's intention to exercise their right (exercise of the right in case of defective performance) is manifested to the seller.
10. The seller informs the buyer in writing about the result of the complaint.
11. The buyer is not entitled to the right in case of defective performance if the buyer knew before receiving the item that the item had a defect, or if the buyer caused the defect themselves.
12. In the case of a justified complaint, the buyer has the right to compensation for the purposefully incurred costs arising in connection with the exercise of the complaint. The buyer can exercise this right with the seller within one month after the warranty period has expired, otherwise the court may not recognize it.
13. The buyer has the choice of the method of complaint.
14. The rights and obligations of the contractual parties regarding rights in case of defective performance are governed by §§ 1914 to 1925, §§ 2099 to 2117 and §§ 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.
15. Additional rights and obligations of the parties related to the

seller's liability for defects are regulated by the seller's complaint procedure.

VIII.

Delivery

1. The contracting parties may deliver all written correspondence to each other via electronic mail.
2. The buyer delivers correspondence to the seller at the email address listed in these terms and conditions. The seller delivers correspondence to the buyer at the email address listed in their customer account or in the order.

IX.

Personal Data

1. All information provided by the buyer during cooperation with the seller is confidential and will be treated as such. If the buyer does not give the seller written consent, the seller will not use the buyer's data in any other way than for the purpose of fulfilling the contract, except for the email address to which commercial communications may be sent, as this is permitted by law unless explicitly refused. These communications may only concern similar or related goods and can be unsubscribed from at any time in a simple way (by sending a letter, email, or clicking on a link in the commercial communication). The email address will be retained for this purpose for 3 years from the conclusion of the last contract between the contracting parties.
2. More detailed information about personal data protection can be found in the Privacy Policy Terms.
3. We assess your satisfaction with your purchase through email surveys within the "Verified by Customers" program, in which our e-shop is involved. We send these to you each time you shop with us, unless you refuse their sending pursuant to § 7 paragraph 3 of Act No. 480/2004 Coll., on certain information society services. The processing of personal data for the purpose of sending surveys within the "Verified by Customers" program is carried out based on our legitimate interest, which lies in determining your satisfaction with your purchase from us. For sending surveys, evaluating your feedback, and analyzing our market position, we use processors, which is the operator of the Heureka.cz portal; for these purposes, we may transfer information about the purchased goods and your email address to them. Your personal data is not transferred to any third party for its own purposes when sending email surveys. You can object to receiving email surveys within the "Verified by Customers" program at any time by declining further surveys using the link in the survey email. If you object, we will no longer send you surveys.

IX.

Alternative Dispute Resolution

1. The Czech Trade Inspection Authority, located at Štěpánská 567/15, 120 00 Prague 2, Company ID: 000 20 869, website: <https://adr.coi.cz/cs>, is competent for the alternative dispute resolution of consumer disputes arising from purchase agreements. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used for resolving disputes between the seller and the buyer from purchase agreements.
2. The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point under the European Parliament and Council (EU) Regulation No. 524/2013 of 21 May 2013 on online consumer dispute resolution and amending Regulations (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).
3. The seller is authorized to sell goods based on a business license. The relevant trade office performs business licensing control within its scope. The Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Coll., on Consumer Protection, among other things.

X.

Final Provisions

1. All agreements between the seller and the buyer are governed by the legal order of the Czech Republic. If the relationship established by the purchase agreement contains an international element, the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect consumer rights arising from generally binding legal regulations.
2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of § 1826 paragraph 1 letter e) of the Civil Code.
3. All rights to the seller's websites, especially copyright to the content, including page layout, photos, films, graphics, trademarks, logos, and other content and elements, belong to the seller. It is forbidden to copy, modify, or otherwise use the website or any part of it without the seller's consent.
4. The seller is not responsible for errors arising from third-party interventions in the online store or from its use in contradiction with its intended purpose. The buyer must not use methods that could negatively affect its operation when using the online store and must not engage in any activity that could allow unauthorized third parties to interfere or unauthorizedly use the software or other components constituting the online store and use the online store or its parts or software components in a way that contradicts its intended purpose or objective.
5. The buyer hereby assumes the risk of changes in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.
6. The purchase agreement, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
7. The wording of the terms and conditions can be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the validity period of the previous wording of the terms and conditions.
8. The attachment to the terms and conditions is a model form for withdrawal from the contract.
9. We reserve the right to change these GTC at any time. However, contracts concluded under a different wording of the general

terms and conditions will be governed by the terms in force at the time the contract was concluded.

These terms and conditions come into effect on January 8, 2024.

Terms and conditions valid until January 7, 2024, are available for viewing [HERE](#).