

GENERAL TERMS AND COMPLAINTS CONDITIONS OF THE ONLINE SHOP

The Operator of the Online Shop located under the domain www.citywiel.com is a:

SMARTWIEL, s.r.o., Šebešťanová 256, 017 01 Považská Bystrica,

**ID: 36214256, registered in the Commercial Register of the District Court of Trenčín,
Section**

S.r.o., File No. 35039/R

Tax ID: 2020043300

VAT ID SK2020043300

Bank: ČSOB č. ú.: IBAN: SK817500000004024292878

E-mail address: smartwiel@imcslovakia.sk

Tel. number: +421 915 815 332, +421 918 413 398

Supervisory Authority:

SOI Inspectorate for the Trenčín Region

Hurbanova 59, 911 01 Trenčín

Department of Supervisory Performance

Tel. No. 032/640 01 09

Fax No. 032/640 01 08

for the sale of goods to consumers through an online shop located at the Internet address, in accordance with the provisions of Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a remote contract or a contract concluded outside the operation premises of the seller and amending and supplementing certain acts, Act No. 151/2014 Coll., No. 173/2015 Coll., 391/2015 Coll.,

Article I – Terms

Seller	The company SMARTWIEL, sro. which, when concluding and fulfilling a purchase contract, acts within its business activities on its behalf, of its own account, and which sells the Goods through the Online Shop.
Consumer	a natural person who buys the Goods via through the Online Store at the Domain www.citywiel.com and for whom these Goods do not serve the performance of employment, occupation or business.

Online Shop	The Seller's online shop located on the domain www.citywiel.com
Goods	The Goods offered through the Online Shop
Order	Consumer's action in connection with the Online Shop, which expresses the will of the Consumer to buy the Goods in the Online Shop
Price	the total price specified in the Order, mainly the price for all Goods ordered by the Consumer and specified in the Order, as well as VAT or other taxes, including the price of the Transport
Delivery	the price for the delivery of the Goods to the Consumer and, where appropriate, the handling of the Goods (for example, the delivery of the Goods, etc.)
GTC	these general and conditions

Article II – General Provisions

1. These GTC regulate:

- the process of the Consumer purchasing the Goods through the Online Shop,
- conditions of sale and the purchase of the Goods through the Seller's Online Shop,
- the rights and obligations of the Contracting Parties, i.e. the Seller and the Consumer, arising out of the purchase contract concluded between these Contracting Parties, the purpose of which is to purchase and sell the Goods through the Seller's Online Shop.

Article III – Order and Conclusion of the Contract

1. The Consumer orders the Goods at the Seller's through the Online Shop located under the domain www.citywiel.com.
2. The description of the specific Goods, the properties, availability in stock, the price are specified in the Online Shop of the specific Goods.
3. Upon successful registration, the Consumer will have access to his/her account through which purchases will be announced in the Online Shop. With any further purchase, the Consumer no longer registers, he/she simply logs in to his/her Online Shop account using his/her login details.
4. The Consumer orders the Goods at the Seller's through the Online Shop, following the instructions specified in this Online Shop.
5. After pressing the "TO CART" button in the same order, the ordered Goods will automatically be added to the basket of the Consumer. The Consumer's shopping cart is available to this Consumer at any time during the creation of the Order for viewing..
6. In the shopping cart display, the Consumer chooses the method of delivering the Goods according to option in the Seller's offer.
7. The Delivery price is added to the prices for individual Goods, VAT, etc. according to the selected mode of delivery if the Seller allows the delivery of Goods through several methods.

8. The Consumer completes the order by pressing the “Order with Payment Obligation” button. First the Consumer is required to become acquainted with these GTC’s and confirm this acknowledgment by clicking the “I confirm that I have become familiarized with the Online Shop’s General Terms and Conditions button www.citywiel.com and I declare that I was: properly instructed on losing the right to withdraw after the service provision, duly instructed to lose the right to withdraw after starting the provision of the electronic content. In the above cases, before completing the order the Consumer must also press the button with the following text: “I grant the Seller express consent to start providing the service/electronic content before the expiration of the withdrawal period and declare that I have been duly instructed on losing the right to withdraw after the start of the service/electronic content before the expiration of the withdrawal period.”
9. By submitting the Order, i.e. by pressing the “Order with a Payment Obligation” button, the Consumer also confirms that he/she has also been informed about: the characteristics of the Goods and the total price that the Consumer is obliged to pay to the Seller.

11. Once an Order has been created, this Order will be registered in the Online Shop system. The Seller will send the following to the e-mail address of the Consumer, which he/she specified during registration:

- confirmation of the Order with information on the Order,
- the wording of the GTC’s, valid and effective at the time the Order is created by the Consumer,
- Seller’s Complaint Procedure if it is not part of the GTC’s.

12. By delivering an acknowledgment of receipt of the Order according to Paragraph 11 of these GTC’s together with other documents to the Consumer, the Purchase Contract of the Goods is considered to be concluded, the subject of which is the delivery in the Order of the specified Goods for the price stated, all under the conditions contained in the documents according to Point 11 of this Article of the GTC’s.

Article IV – Payment and Delivery Terms

1. All prices of Goods in the Order and Online Shop are specified including VAT. According to the Order the Consumer may pay the price in the following manner:
 - a) by bank transfer, or
 - c) direct deposits in the bank in the account of the Seller,
 - d) by cash on delivery, i.e. handing over cash to the courier upon receipt of the Goods.
2. The Seller does not charge any fees for the payment of the Price. However, the Seller warns the Consumer that the entity with which the payment is performed may charge a fee for payment (e.g. given bank for an account deposit).
3. The Consumer undertakes to pay the Price within the time specified in the Order.
4. The payment is understood as the moment of crediting the Price to the Seller’s account.
5. The Seller commits to deliver the ordered Goods to the Consumer within 14 business days of payment of the Order Price or within 14 working days of the conclusion of the contract

according to Art III, Point 12 of these GTC's, if cash-on-delivery is chosen for the payment of the Price.

6. The Seller shall deliver the ordered Goods to the Consumer at the address indicated by the Consumer as the delivery address in the Order.

Article V – Information on the Consumer's Rights to Withdraw from the Contract

1. The Consumer has the right to withdraw from the contract without giving any reason within 14 calendar days from the date of receipt of the Goods, this period being deemed to have been maintained if a notice of withdrawal is sent to the Seller at the latest on the last day of the period. The Goods are deemed to have been received by the Consumer at the moment when the Consumer or a designated third party other than the carrier takes over all parts of the Goods ordered or if:
 - a) multiple Goods ordered by the Consumer in one Order shall be delivered separately, upon receipt of the Goods delivered as the last,
 - b) delivery of the Goods consisting of several parts or pieces, at the moment of taking over the last part or the last piece,
 - c) the Goods are delivered repeatedly during the defined period, at the moment of receipt of the first delivered Goods.
2. The Consumer has the right to withdraw from the contract in accordance with Point 1 of this Article of the GTC's, as follows:
 - a) in writing at the address of the Seller specified above; or
 - b) by e-mail at smartwiel@imcslovakia.sk
3. The Consumer is entitled to use the form, which forms Appendix No. 1 of these GTC's, to withdraw from this contract according to Point 1 of this Article of the GTC's. In case that the Consumer applies his/her right to withdraw from the contract according to Point 1 of this Article, he/she shall return the Goods to the Seller by sending them to the address of the Seller's registered office specified in these GTC's at the latest within 14 days of the day when he/she exercised his/she right to withdraw from the contract.

Upon withdrawing from the Contract according to Point 1 of this Article of the GTC's, the Consumer shall bear the cost of returning the Goods, and this includes the cost of the return of Goods that cannot be returned by post due to its nature.

4. The returned Goods must not be damaged and must be sent to the Seller with proof of purchase, complete accessories, documentation, packaging, etc. The Consumer is responsible for the reduction of the value of the Goods that has not been incurred during normal use during the withdrawal period according to Point 1 of this Article.
5. After receipt the Consumer has the right to unpack the Goods within the withdrawal period and to try the Goods in a manner appropriate to the properties and functionality of the Goods.
6. Within 14 days from the date of delivery of the Consumer's withdrawal according to Point 1 of this Article, the Seller shall reimburse to the Consumer the payments, related to the withdrawal from the contract and which it received on the basis of or in connection with

the contract, including shipping, other costs and fees. The Seller shall return to the Consumer the payment under the preceding sentence in the same manner the Consumer used to pay for the Goods unless the Consumer agrees otherwise with the Seller. However, the Seller only pays for the cost of shipping, delivery and postage, to the extent of the cheapest delivery method offered by the Seller, regardless of the delivery method chosen by the Consumer. The Seller is not obliged to refund the Consumer a payment before the Goods are delivered to it or the Consumer proves that he/she has sent the Goods back to it.

7. The Consumer cannot withdraw from a contract whose subject is the following:

a) the provision of a service where the provision of the service has begun with the express consent of the Customer and the Customer has stated that he/she has been duly instructed that he/she has lost the right to withdraw from the contract after full service, and that the service has been provided in full;

b) sale of Goods carried out according to the specific requirements of the Customer, tailor-made Goods or Goods determined separately for one Customer;

Article VI – Acquisition of Ownership and Transfer of Risk of Damage to the Goods

1. The Consumer acquires ownership of the Goods until the full price is paid.
2. The risk of damage to the Goods is transferred to the Consumer at the time he/she takes over the delivery of the Goods from the Seller or fails to do so in time when the Seller allows him/her to dispose of the Goods and the Consumer does not take over the Goods.

Article VII – Complaint Procedure (Responsibility for Errors, Warranty, Complaints)

1. When taking over the Goods, the Consumer is required to check the following:
 - whether the Goods have been delivered in accordance with the Order,
 - whether the Goods have been delivered at the quantity in accordance with the Order,
 - whether the Goods or the packaging are damaged.
2. In case that the Consumer has been delivered Goods that he/she has not ordered, the Consumer is obliged to contact the Seller immediately by e-mail within 24 hours. In such a case, the Consumer is entitled to not take over the Goods and the person who has delivered the Goods to write an Entry on the Non-Acceptance of the Consignment
3. In case the Consumer has been delivered Goods that show signs of damage, obvious defects, or in a lesser amount than the Consumer has ordered, the Consumer is obliged to take over the Goods, but state these facts in the delivery sheet. The Consumer is obliged to immediately send this delivery sheet to the Seller and claim damages. Later claims about damage, destruction, or quantity of Goods when delivered will not be accepted. In case that the Consumer refuses to take over the Goods according to this paragraph of these GTC's, the Seller is entitled to withdraw from the Purchase Contract.
4. The Consumer can complain about the Goods by e-mail at: smartwiel@imcslovakia.sk or by post at the address of the Seller's current location, along with documents such as the delivery sheet, invoice. In the complaint, the Consumer is obliged to specify:
 - a) his/her identification data

- b) the data of the Seller,
 - c) a description of the Goods the Consumer is complaining about,
 - d) a description of the defect of Goods and
 - e) the number of the Order to which the complaint relates.
5. If a complaint is exercised by means of remote communication, the Seller must deliver the complaint confirmation to the Consumer immediately; if it cannot be delivered immediately, it must be delivered without undue delay, but at the latest with the proof of the handled complaint.
 6. The warranty period begins to run on the day the Consumer takes over the Goods. The warranty period is 24 months, unless otherwise stated in the documents relating to the Goods. If a longer period of time is marked on the Goods, the packaging, or the instructions attached to them, the warranty period will not expire before this period expires. Rights of liability for defects apply to the Seller in the manner specified below.
 7. The warranty does not cover damage to the Goods arising, inter alia, mainly from the following:
 - a) natural or excessive mechanical wear,
 - b) pollution of the Goods or parts thereof due to negligence of maintenance, neglect of the care of the Goods,
 - c) using the Goods in conditions that do not correspond to their temperature, dustiness, humidity, chemical and mechanical effects of the environment in which the Goods are normally used,
 - d) external influences, e.g. fall or impact, intrusion of water, fire,
 - e) interference by an unauthorized person (unprofessional repairs, assembly or modification),
 - f) when using the Goods contrary to instructions, technical standards, other documentation for the Goods or for the purpose for which the Goods are intended,
 - g) mechanical damage, in particular broken, cut, thermally damaged Goods, Goods damaged by careless physical treatment, deliberate scratching of the layers of the Goods, etc.,
 - h) failing to notify about any obvious defects when taking over the Goods,
 - i) after the expiry of the warranty period.
 8. The warranty also does not cover damage caused by a natural disaster, natural catastrophe, violent damage, weather conditions, or operating under extreme and unusual conditions.
 9. The Seller is responsible for defects the sold subject has upon takeover by the Consumer. For used items, the Seller is not responsible for defects caused by use or wear. For items sold at a lower price, the Seller is not responsible for a defect for which a lower price has been negotiated.
 10. If it is not a item that is quickly damaged or used, the Seller is responsible for defects that occur the takeover of the item in the warranty period.

11. The Seller is obliged to determine the method of handling the complaint immediately, in more complex cases within 3 days from the beginning of the complaint procedure, in justified cases, especially if the complex technical evaluation of the condition of the Goods is required, no later than 30 days after the beginning of the complaint procedure. Notice of determining the complaint handling method may also be made by the Seller in the form of an e-mail notification to the e-mail that the Consumer specified at the time of registration. After determining how the claim is to be handled, the Seller will handle the complaint immediately, and in justified cases, the complaint can be handled later. However, the handling of the complaint may not be longer than 30 days from the date of the complaint. After the expiration of the deadline for handling the complaint, the Consumer has the right to withdraw from the Purchase Contract.
12. The Seller shall inform the Consumer of the termination of the complaints procedure and the result of the complaint by e-mail or by registered letter. If the Consumer has complained about the Goods within the first 12 months of the concluding of the Purchase Contract, the Seller may refuse the handling of the complaint by refusing only on the basis of an expert's opinion or opinion issued by an Authorized, Notified or Accredited Person or the Designated Person's Opinion (hereinafter referred to as the "Professional Assessment of the Goods"). Notwithstanding the result of an expert assessment, the Seller may not require the costs of professional assessment of the Goods or other costs related to professional assessment of the Goods from the Consumer.
13. A professional assessment of the Goods must include:
 - a) identification of the person conducting the professional assessment,
 - b) the precise identification of the product being assessed,
 - c) a description of the condition of the product,
 - d) the outcome of the assessment,
 - e) date of the professional assessment.
14. The Seller is obliged to provide the Consumer with a copy of the professional assessment justifying the rejection of the complaint no later than 14 days after the day of filing the complaint.
15. If the Consumer has complained about the product 12 months after the concluding of the Contract and the Seller has rejected it, it is obligatory in the complaint handling document to indicate to whom the Consumer may send the Goods for professional assessment. If the Consumer sends the Goods for the professional assessment to the designated person listed in the complaint handling document, the cost of the Professional Handling of the Goods, as well as all other related expense expressly incurred, shall be borne by the Seller irrespective of the outcome of the professional assessment. If the Consumer, with the professional assessment from the Seller, demonstrates the Seller's liability for the defective Goods, they may complain again; the warranty period does not expire during the professional assessment of the Goods. The Seller is obliged to pay the Consumer, within 14 days of the day of the resubmitted complaint, all costs incurred for the professional assessment of the Goods as well as all related costs expressly incurred. A re-submitted complaint cannot be refused.
16. In the case of a defect that can be remedied, the Consumer has the right to have the defect remedied free-of-charge, timely and properly. The Seller may always replace the defective Goods with impeccable Goods instead of remedying the defect. In the case of a defect that cannot be remedied and which prevents the Goods from being properly used as though

free of defects, the Consumer has the right to exchange the Goods or has the right to withdraw from the contract. The same rights apply to the Consumer if there are removable defects, but if the Consumer cannot properly utilize the Goods due to recurring defects after repair or for a greater number of defects. A number of defects are considered to be at least three defects and, for the recurrence of a defect, the same defect occurs after at least two previous repairs.

17. In handling an eligible complaint, the warranty period is extended by the duration of the complaint. If the complaint has been settled within the statutory warranty period by replacing the Goods with a new item, then the warranty period will begin to run again from the date the complaint is handled.

18. Claim terms and conditions

We recommend to the buyer that before taking over and paying for a shipment, to check it on the spot to see whether the shipment is not damaged. In the event of extensive damage (torn packaging, deformation and other extensive damage), we recommend not accepting the shipment.

In the event of a claim, the buyer will send the claimed goods to the postal address of the company: Smartwiel.s.r.o., Šebešťanová 256, 017 01 Považská Bystrica, Slovakia. The package must be properly packaged and include the following: the claimed goods, including the accessories, the original warranty card, a copy of the invoice, a description of the defect and the buyer's contact details - return address, telephone number, e-mail. Send the goods either in the form of a package or as a letter. When the goods are sent as payment upon delivery, this shipment will not be accepted. We recommend that the goods be insured. Returned goods must be delivered in clean condition and mechanically undamaged.

Refunds are paid by the seller after a legitimate claim has been carried out.

In the event of defect in the product during the warranty period, the buyer has the right to remedy the defect. In case it is not possible to fix the defect of the goods, the supplier will replace the defective product with a new one or, after agreement, a product of another type with the price difference being made up or refunded.

The warranty does not cover the following incurred damages:

1. natural or excessive mechanical wear,
2. dirtying of the goods or parts thereof due to negligence of maintenance
3. using the goods in conditions that do not correspond to their temperature, dustiness, humidity, chemical and mechanical effects of the environment in which the goods are normally used,
4. interference by an unauthorized person (unprofessional repairs, assembly or modification),
5. when using the goods contrary to the operating instructions

6. the warranty also does not cover damage caused by a natural disaster, natural catastrophe, violent damage, weather conditions, or operating under extreme and unusual conditions.
7. All legally exercised warranty repairs are free of charge, including the cost of delivery of the repaired goods to the buyer.

The seller immediately decides on the claim, in complex cases within 3 business days. In justified cases, especially if required by a complex technical assessment of the condition of the product, no later than 30 days from the date of making the claim. Upon expiry of this period, the consumer has the right to withdraw from the contract or has the right to exchange the product for a new product.

The seller notifies the buyer about the claim either by phone, SMS or e-mail and sends the goods at its own expense to the buyer's address. The seller will also send a claim report to the buyer along with the goods.

The warranty period for the offered goods is 24 months unless the goods have a longer warranty period and start running on the date of receipt of the goods by the customer.

Information on service points for warranty and post-warranty service will be provided upon request by telephone or by e-mail.

Upon handling a claim, the repaired goods and the claim report will be sent to the buyer.

In handling a claim, the warranty period is extended by the duration of the claim. If the complaint has been settled within the statutory warranty period by replacing the goods with a new item, then the warranty period will begin to run again from the date the complaint is handled.

19. The Seller did not issue any other codes of behavior that should be complied with, besides these GTC's.

Article VIII - Personal Data and Their Protection

1. The Seller collects the Consumer's personal data to the extent required by the registration required in the Online Shop through registration in the Online Shop for performance of a contract in which the Consumer acts as one of the Contracting Parties. For the processing of personal data of the Consumer according to the preceding sentence, in accordance with [Section 13, Par. 1\), Letter b\) of Act No. 18/2018 Coll.](#) on the Protection of Personal Data and on Amendments to Certain Acts (hereinafter referred to as "Act No. [18/2018 Coll.](#)") the consent of the Consumer as the Data Subject is not required. The Consumer confirms that *in the collecting of personal data the Seller informed him/her of his/her rights under Act No. 18/2018 Coll.), specifically on the right to object to their processing for the purposes of direct marketing.*
2. In the collecting of personal data the Seller shall provide the Consumer with the following, according to Article 19 of Act No. 18/2018 Coll.:

- a) the identification and contact details of the Seller and the Seller's representative, if authorized,
- b) the contact details of the responsible person, if any,
- c) the purpose of the processing of the personal data for which the personal data are intended, as well as the legal basis for the processing of personal data,
- d) the identification of the recipient or the category of the recipient, if any,
- e) the period of retention of personal data; where this is not possible, information on the criteria for its determination,
- f) to require the controller to access personal data relating to the Consumer, the right to correct personal data, the right to delete personal data or the right to restrict the processing of personal data, the right to object to the processing of personal data, and the right to the portability of personal data data,
- g) at any time to withdraw his/her consent,
- h) right to file a motion to initiate proceedings according to [Section 100](#), Act No. 18/2018 Coll.,
- i) whether the provision of personal data is a statutory requirement or a contractual requirement or requirement necessary for the conclusion of a contract and whether the Consumer is required to provide personal data as well as the possible consequences of the non-disclosure of personal data,
- j) the existence of automated individual decisions, including profiling according to [Section 28, Par. 1 and 4](#) of Act No. 18/2018 Coll.; in such cases, the controller shall provide the Data Subject with information on the procedure followed as well as on the significance and foreseeable consequences of such processing of personal data for the Data Subject.

The Seller will not disclose the Consumer's personal data,

The Seller will provide the Consumer's personal data to third parties in the case of an investigation into a criminal offense, offense or violation of other regulations (e.g. violations of rights to protection of personality or intellectual property rights), mainly law enforcement agencies, courts, etc..

3. The Seller has instructed the Consumer about his/her rights as a Data Subject arising from [Act No. 18/2018 Coll.](#)

The Consumer has the right to require from the Seller in a concise, transparent, comprehensible and easily accessible form, clearly formulated:

- a) confirmation of whether or not his/her personal data are being processed,
- b) information on the processing of personal data in the information system and familiarization with the processing process and evaluating operations,
- c) information on the source from which the Seller has obtained his or her personal data

for

processing,

- d) a list of his/her personal data which is the subject of the processing,
- e) repair or discarding of his/her incorrect, incomplete or outdated personal data being processed,
- f) the discarding of his or her personal data whose purpose of processing has ended,
- g) the discarding of his or her personal data, which is the subject of processing, in the event of a violation of law,
- h) blocking of his or her personal data due to the revocation of consent prior to the expiration of their validity if the Seller is processing personal data based on the consent of the Data Subject. ,.

The Seller is required to provide information in a paper or electronic form, generally in the same form as the request. If the Data Subject so requests, the information may also be provided orally by the Seller if the Consumer as the Data Subject proves his or her identity in another way.

- 4. The Consumer, upon written request, has the right to object against the Seller for the following:
 - a) the processing of his or her personal data which he or she considers to be or will be processed for the purposes of direct marketing without his or her consent and requesting their discarding,
 - b) the use of personal data in the scope of title, name, surname and address for the purposes of direct marketing in postal contact; or
 - c) the provision of personal data in the scope of title, name, surname and address for direct marketing purposes.
- 5. If the Consumer decides to click on the “consent to processing of personal data” button when registering, this will grant the Seller a consent pursuant to “[Section 13 of Act No. 18/2018 Coll.](#)”, to process and store his or her personal data in the scope registration for marketing purposes, i.e. mainly to send information about new offers of the Seller’s Goods, discounts, benefits, etc. The Consumer grants the Seller consent to the processing of personal data for a predetermined period of time and the Consumer may revoke it at any time in writing. The agreement expires within one month of the Consumer delivering the consent to the Seller. If the Consumer revokes the consent to the processing of personal data, the access to his/her account created in the Online Shop will also expire within the time limit under the previous sentence.
- 6. By declining to press the “consent to the processing of personal data” button, the Consumer confirms that he/she has been informed of the willingness to provide the requested personal data as well as his/her rights as a Data Subject according to Act

No. [18/2018 Coll.](#) The Consumer confirms that *already in the collection of personal data and* prior to granting consent to the processing of personal data, the Seller has informed the Consumer about the data referred to in Paragraph 1 of this Article VIII.

Article IX – Alternative Dispute Resolution

1. The purpose of this GTC's article is to inform the Consumer about the possibilities and conditions of an alternative dispute resolution between the Seller and Consumer.
2. An alternative solution to a dispute is the Alternate Dispute Resolution process, which seeks to achieve a conciliatory resolution between the parties, i.e. between the Consumer and the Seller. The Consumer can resolve his/her dispute with the Seller through an alternative dispute resolution.
3. The competent body (entities) for an alternative dispute resolution is, pursuant to generally binding legal regulations, Slovak Trade Inspection, to which the Consumer may refer, or another entity that appears in the list of alternative dispute resolution entities published on the website of the Ministry of Economy of the Slovak Republic, <http://www.mhsr.sk>
4. The Consumer may be informed of the conditions and platform for an Alternative Dispute Resolution at: <http://www soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>
5. The Consumer can also resolve the dispute between him/her and the Seller through the ADR platform. The Consumer may be informed of ADR conditions and platforms for ADR at: <http://ec.europa.eu/consumers/odr/>

Article X – Final Provisions

1. Relationships not governed by the Order and these GTC's are governed by the relevant provisions of Act No. 102/2014 Coll. on the protection of the consumer in the sale of goods or the provision of services on the basis of a remote contract or contract concluded outside the premises of the Seller and amending certain acts as amended, Act No. 250/2007 Coll. on consumer protection and amending Slovak National Council Act No. 372/1990 Coll. on offenses as amended, Act No. 22/2004 Coll. on electronic commerce and amending and supplementing Act No. 128/2002 Coll. on state control of the internal market in consumer protection matters and on the amendment and supplementation of certain acts, as amended by Act No. 284/2002 Coll., as amended, Act No. 40/1964 Coll. of the Labor Code as amended.
2. The Consumer declares that he/she has become familiar with these GTC's and undertakes to abide by them.
3. These GTC's will enter into force and effect on 25 May 2018
4. Attachment No. 1 of these GTC's consists of the "Form" for contract withdrawal.

WARRANTY

Company: SMARTWIEL, s.r.o.

Company's Registered Office: Šebešťanová 256, 017 01 Považská Bystrica

Product: CityWiel Electric Scooter **Serial Number:**

Date of sale: **Model:**

Dear Customer.

Thank you for purchasing the CityWiel electric scooter that is covered by a warranty 24 months from the time of acquiring the goods. You get the Instructions for Use, which includes a warranty card with the purchased scooter. The warranty card informs you of the terms of the warranty. **Failure to follow the instructions specified in the Instructions for Use results in none of your complaints being handled.**

Terms of the Warranty:

- The warranty period for an electric scooter is 24 months from the date of sale unless otherwise stated in the contract.
- Complaints of completeness of delivery are exercised in accordance with the Commercial and Civil Code with the supplier.
- Damages and defects arising from the transport shall be borne by the customer at the carrier when the goods are taken over.
- The warranty applies only if the assembly procedure specified in the Instructions on Use has been followed.
- the battery is covered by a 6-month warranty
- The warranty for the electric part of the scooter is only valid if it has not been tampered with, whether professionally or improperly.
- The warranty covers the construction, the used materials and the whole product.
- The warranty does not apply to defects caused by improper handling, which is inconsistent with the enclosed Instructions for Use.
- The warranty does not apply to mechanical damage caused by carelessness in the regular operation of the device.
- The warranty does not apply to apparent defects that the end consumer is unable to demonstrate or otherwise prove to the seller or authorized service.
- The warranty does not apply to complaints about product parameters not listed in the Instructions or in our commercial and technical documentation or binding technical standards.
- The warranty does not apply to product defects caused by the use of this product in dusty, damp, polluted, aggressive, smoky or otherwise unsuitable environments.

Customer Service SK: tel: +421 (0) 42 4378 149, +421 918 413 398
e-mail: smartwiel@imcslovakia.sk

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Stamp and Signature