

## TERMS AND CONDITIONS

for SPECIAL TURBO a.s. corporation, Business ID No: 26239337, with the registered office at Kischova 1732/5, Nusle, 140 00 Prague 4, for the sale of goods through the online shop at [www.e-turbo.cz](http://www.e-turbo.cz) and the sale of goods by other communication means

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### INTRODUCTORY PROVISIONS

- 1.1 These Terms and Conditions (hereinafter referred to as "Terms and Conditions") for SPECIAL TURBO a.s., corporation, Business ID No: 26239337, with the registered office at Kischova 1732/5, Nusle, 140 00 Prague 4 (hereinafter referred to as "Seller") regulate, in accordance with § 1751 (1) of Act no. 89/2012 Coll, Civil Code (hereinafter referred to as the "Civil Code"), the contracting parties mutual rights and obligations when using the Seller's online shop at the [www.e-turbo.cz](http://www.e-turbo.cz) (hereinafter referred to as the "online shop") and the mutual rights and obligations arising from the Purchase Agreement concluded between the Seller and other people (hereinafter referred to as the "Buyer") through the online shop or using other means of communication as set out below in these Terms and Conditions.
- 1.2 The Terms and Conditions provisions are an integral part of the Purchase Agreement and the Master Purchase Agreement. The deviating provisions in the Purchase Agreement and the Master Purchase Agreement prevail over the provisions of the Terms and Conditions.
- 1.3 The Seller is entitled to change or supplement the wording of the Terms and Conditions. This provision is without prejudice to the rights and obligations arising under the existing Terms and Conditions.

### USER ACCOUNT

- 2.1 Based on the Buyer registration performed in the online store, the Buyer can access their user interface. From their user interface, the Buyer can perform ordering goods. The Buyer can also perform ordering goods without registration directly in the online store.
- 2.2 When registering with the online shop and when ordering goods without registration, the Buyer is obliged to indicate all the information correctly and truthfully as requested by the online shop. The Buyer is obliged to the user account data in the event of any change. The data provided by the Buyer in the user account and when ordering goods without registration are considered

correct by the Seller.

2.3 Access to the user account is secured by the username and password. The Buyer is obliged to maintain the confidentiality of the necessary information to access their user account. The Buyer is not entitled to allow third parties to use the user account.

2.4 After registration, only login name and password must be logged in for each additional order. The following information must be specified in the registration:

- Login and password,
- Name and surname or company name,
- Full postal address (street, house number, postal code and city)
- E-mail address
- Phone number

This data allows you to issue a tax document, identify the payment made by bank transfer, track the current status of the order. Registration data are stored in the Seller's database where they are carefully protected from misuse.

2.5 The Seller may cancel the user account, especially if the Buyer does not use their user account for more than 365 days or if the Buyer breaches the Purchase Agreement obligations (including the Terms and Conditions).

2.6 The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment, or the necessary hardware and software equipment maintenance of third parties.

## **PURCHASE AGREEMENT CONCLUSION**

3.1 All information with concern to goods placed in the online shop is of an informative nature and does not constitute a proposal to deliver these goods. This applies in particular to the goods illustration, the expected delivery dates and goods availability. The Seller is not obliged to conclude a Purchase Agreement in respect of the goods so placed in the online shop. Therefore, § 1732(2) of the Civil Code is not applicable. The Seller is entitled to change the offered range of goods at any time and to terminate the sale of goods without prior notice or information.

3.2 The prices quoted are exclusive of value added tax. The prices of goods remain valid for as long as they are displayed in the online shop. The Seller reserves the right not to accept the proposal for the Purchase Agreement's conclusion or reserves the right to withdraw from the concluded agreement if the offered or agreed purchase price was displayed to the Buyer in the online store incorrectly.

3.3 The Buyer fills in the order form in the online shop to order goods. The order form contains in particular information about:

- the Buyer
- ordered goods (the ordered goods are "inserted" by the Buyer into the

electronic shopping basket of the online store),

- the payment method for the purchase price of the goods, information on the required delivery method for the ordered goods and

- information regarding the costs associated with goods delivery (hereinafter collectively referred to as the "Order").

The Buyer sends the Order to the Seller by clicking on the "Send Order" button.

The Seller considers the information given in the order is correct. By sending the Order, the Buyer confirms that he/she has read these Terms and Conditions.

3.4 The Buyer can place an Order for the goods displayed in the online shop not only through the online shop, whether with or without registration in the user interface, but also in person, by mail, e-mail or telephone. However, the Buyer is obliged to choose only one Order execution method. In the event of the Buyer's failure to comply with this obligation, the Buyer shall be obligated to pay any additional costs of the Seller related to the removal of duplicate Orders or any damages. Regardless of the Order sending method, these Terms and Conditions are part of the concluded Purchase Agreement for goods placed in the online shop.

3.5 An Order made in a manner other than through the online shop must be legibly completed with the customer number, must include the name, ID number, tax identification number and complete and accurate address for shipment delivery and invoice, telephone or fax number, e-mail address, Order number and issue date, goods collection method and bank connection. Furthermore, an unambiguous requested goods specification, if possible, in accordance with the catalogue or goods specification in the Seller's online shop, the requested goods quantity, or if the goods are ordered on the basis of the Seller's earlier price offer, the number of this price offer must be indicated. In case of any missing prerequisite, the Buyer's offer is not considered as an Order.

3.6 Sending an Order is an offer to conclude a Purchase Agreement addressed to the Seller. A condition for the validity of an Order is the completion of all mandatory data in the Order form of the online store or compliance with Order requirements made in another way in accordance and acquaintance with these Terms and Conditions.

3.7 The Seller confirms receipt of the Order with the Buyer, usually to the Buyer's electronic mail address specified in the user interface or in the Order. Depending on the Order's nature, the Seller is always entitled to verify the received Order in writing, electronically or by telephone.

3.8 The contractual relationship between the Seller and the Buyer is established by delivery of the acceptance of the Order which is sent by the Seller to the Buyer.

3.9 The Seller declares that they do not know the purpose of the purchase made by the Buyer or the use for which the purchased goods are intended and therefore bears no responsibility for the choice of the ordered goods and its consequences

for the Buyer.

- 3.10 In the event that any of the requirements specified in the Order cannot be fulfilled, the Seller shall send the Buyer an amended offer indicating the possible Order variants and request the Buyer's opinion. The amended offer is considered as a new offer to conclude a Purchase Agreement and the Purchase Agreement is only concluded in such a case upon acceptance by the Buyer. These Terms and Conditions are an integral part of the Purchase Agreement in this case as well.

### **GOODS PRICE AND PAYMENT TERMS**

- 4.1 The purchase price can be paid in cash or cash on delivery, by wire transfer to the Seller's bank account on the basis of an invoice with a set payment term (usually 14 to 30 days), by advance payment or online via the GoPay payment gateway. The Buyer is entitled to propose the payment method for the purchase price. The purchase price paid in cash and cash on delivery is payable on delivery of the goods. The Seller shall issue the relevant tax document to the Buyer in accordance with the applicable and effective legislation.
- 4.2 In case of non-cash payment, the Buyer is obliged to pay goods purchase price together with the payment's variable identifier. In case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.
- 4.3 The Buyer is also obliged to pay the Seller the costs associated with the goods packaging and delivery in the agreed amount together with the purchase price. If these costs cannot be agreed when the Purchase Agreement is concluded, the Buyer is obliged to pay these costs in the amount actually incurred by the Seller together with the agreed purchase price. Unless expressly stated otherwise, the purchase price also includes costs associated with goods delivery. The Buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765(2) of the Civil Code.
- 4.4 The Seller is entitled to demand an advance payment or other similar payment from the Buyer prior to the Purchase Agreement's conclusion, or is entitled to demand the advance payment or other similar payment after the Purchase Agreement's conclusion if it proves necessary to fulfil the Seller's obligation under the Purchase Agreement. § 2119(1) of the Civil Code shall not apply. The Buyer shall provide the advance payment or similar payment within the time limit and in the manner specified by the Seller. An advance or similar payment is always required by the Seller for the purchase of "turbocharger" goods sold by exchange. In case of purchasing this type of goods, the Buyer is obliged to return the old turbocharger. The return of the turbocharger is subject to the Seller's Terms and Conditions. Particularly, compliance with the required type and technical condition of the turbocharger and compliance with the return period.

If the Buyer fails to deliver the returnable turbocharger within a period of 60 days commencing from the Order confirmation date by the Seller, the advance payment shall be forfeited to the Seller.

- 4.5 The Buyer acquires ownership of the goods by paying the full purchase price of the goods. In the event of delay in the purchase price payment, the parties agree on a contractual penalty of 0.05 % of the amount due for each day of delay until payment. The Seller is entitled to refuse the Order to those Buyers who are in delay with their obligations to the Seller.

## **PURCHASE AGREEMENT WITHDRAWAL**

- 5.1 The Seller is entitled to withdraw from the agreement outside of the statutory reasons:
- in the event of the Buyer's failure to comply with the obligation under Article 4.4 of the Terms and Conditions.
  - in case of an Order made on the basis of an incorrect price display in the online shop
  - in case of the Buyer's delay with the purchase price payment or its part or advance payment of the purchase price payment longer than 7 calendar days
  - in case of non-acceptance of the goods or delay in acceptance of the goods.
  - in the event of the initiation of insolvency or enforcement proceedings against the Buyer.
- 5.2 The Seller is also entitled to withdraw from the agreement at any time until the Buyer takes over the goods.
- 5.3 In the event of withdrawal from the Purchase Agreement, the Purchase Agreement is cancelled from the outset. The goods must be returned to the Seller within seven (7) days of the withdrawal from the agreement.
- 5.4 In the event of withdrawal, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Agreement in the same manner as the Seller received it from the Buyer. The Seller is also entitled to return the performance provided by the Buyer when returning the goods by the Buyer or in another way, if the Buyer agrees thereto and does not incur additional costs to the Buyer. The Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods to the Seller. The costs of returning the goods in the event of withdrawal from the agreement shall be borne by the Buyer, even if the goods cannot be returned due to their nature by the usual postal route.
- 5.5 In the event of the Buyer's withdrawal from the agreement due to incorrectly ordered goods and return of the goods to the Seller within 6 months from the goods dispatch date to the Buyer, the Seller is entitled to charge a fee of 30 % of the price of the purchased goods.

- 5.6 In the event of the Buyer's withdrawal from the agreement due to incorrectly ordered goods and return of the goods to the Seller within a period of more than 6 months from the goods dispatch date to the Buyer, the Seller is entitled to charge a fee to be determined individually according to the condition of the returned goods, but not exceeding 50 % of the goods price.
- 5.7 The withdrawal must be made in writing and also electronically in case of Purchase Agreements concluded electronically. Withdrawal from the agreement is effective upon delivery of the withdrawal notice to the other party, or in accordance with the delivery according to Article 9.1 of the Terms and Conditions.
- 5.8 If the Seller withdraws from the agreement in accordance with these Terms and Conditions, the Buyer is obliged to compensate the Seller for the costs incurred by the Seller in the preparation, packaging, dispatch and processing of their Order in the actual amount, but not less than 10 % of the agreed purchase price.
- 5.9 The Seller is entitled to unilaterally offset the claim for damage compensation for goods against the Buyer's claim for reimbursement of the purchase price.

## **GOODS TRANSPORT AND DELIVERY**

- 6.1 The Seller usually dispatches the goods that are in stock within 24 hours of order confirmation, but the Seller does not commit to dispatch the goods within this period. For goods that are in stock at the time of ordering, the usual delivery time is 7-21 days. The Buyer and the Seller may agree on a different delivery date, especially if the ordered goods are not in stock at the time of the Order.
- 6.2 If the goods are not collected in person, the transport method is agreed on the basis the Buyer's special request. For this reason, the Buyer bears the risk and any additional costs associated with this method of transport. It is possible to choose to dispatch the goods by Czech Post or by PPL. In case of choosing this dispatch method within the Czech Republic, the Seller charges the fee for shipping and packaging in the amount of 145 CZK excluding VAT (in case of cash on delivery, 205 CZK excluding VAT). In the case of goods delivery to the Slovak Republic, the Seller charges the fee for shipping and packaging in the amount of EUR 8.50 excluding VAT (in case of cash on delivery, EUR 9.90 excluding VAT).
- 6.3 Goods delivery by courier shall be governed by the courier's Terms and Conditions and the Buyer shall be bound by them. If the goods are damaged upon receipt from the courier, the Buyer is obliged to draw up a complaint report with the courier.
- 6.4 The Seller is not obliged to insure the shipped goods. Upon dispatching goods, the risk of damage to goods passes to the Buyer.
- 6.5 In case of ordering a larger quantity of goods, the Seller reserves the right to change the delivery date.
- 6.6 If it is necessary to deliver the goods repeatedly or in a different way than

specified in the Order on the Buyer's part, the Buyer is obliged to pay the costs associated with the goods repeated delivery, or the costs associated with a different delivery method.

- 6.7 Upon receipt of the goods from the courier, the Buyer is obliged to check the integrity of the goods packaging and in the event of defects immediately notify the courier and the Seller.
- 6.8 In case of personal collection of goods at the Seller's branch office, the risk of damage to the goods passes to the Buyer at the moment of receipt of the goods at the branch office.

### **RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

- 7.1 The contracting parties' rights and obligations with regard to the rights arising from defective performance shall be governed by the relevant generally binding regulations (in particular the provisions of § 1914 to 1925, § 2099 to 2117 of the Civil Code, or § 2165 to 2174 in the case of consumers), unless otherwise agreed. The Seller shall be liable to the Buyer that the goods are defect-free upon receipt. In particular, the Seller shall be liable to the Buyer that at the time the Buyer takes over the goods, the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the Seller or the manufacturer, the goods are in the appropriate quantity, measure or weight and the goods comply with the requirements of the legal regulations.
- 7.2 The provisions referred to in Article 7.1 of the Terms and Conditions shall not apply to goods sold at a lower price due to a defect and whereby the lower price has been agreed, to wear and tear caused by the normal use of the goods, or in the case of second-hand goods, to a defect corresponding to the level of use or wear and tear that the goods had when taken over by the Buyer, or if this results from the nature of the goods.
- 7.3 Upon receipt of the goods, the Buyer is immediately obliged to inspect the goods, and particularly check the number of pieces of goods and their completeness. If defects are detected, the Buyer is obliged to notify the Seller without undue delay, but no later than 10 working days after receiving the goods. The Buyer is obliged to document any defects found in a suitable manner and to send this documentation to the Seller together with the goods and the defect notification. The Buyer is simultaneously obliged to choose a claim for defective performance.
- 7.4 If the "Repair upon identified costs" form of repair is chosen for turbocharger goods, the goods must first be dismantled, and a diagnosis must be carried out. The Buyer is then sent a repair offer by the Seller to his electronic address, which the Buyer is entitled to refuse.
- 7.5 In the event that the Buyer refuses the repair according to the Article 7.5 of the

Terms and Conditions, the Seller shall send the goods back to the Buyer in dismantled condition for safety reasons. Reassembly of the turbocharger goods shall be carried out by the Seller only at the Buyer's express request, at a price according to the Seller's current price list.

- 7.6 The Seller is not liable for the subsequent handling and disposal of unrepaired turbocharger goods in accordance with the Articles 7.6 and 7.6.
- 7.7 The rights arising from defective performance shall be exercised by the Buyer at the Seller's registered office or electronically at the Seller's e-mail address. The moment of asserting a claim arising from the defective performance is deemed to be the moment when the Seller received the claimed goods from the Buyer together with the submitted invoice or other proof of delivery of the goods or purchase price payment and a protocol or notification describing the defect and, if applicable, its cause.
- 7.8 Similarly, the Buyer is obliged to proceed in the case of a hidden defect that appears on the goods within the statutory period.
- 7.9 The Seller shall inform the Buyer of the claimed defect assessment and the claim as soon as possible, taking the complexity of the claimed defect and the Seller's capabilities into account.
- 7.10 The Seller is obliged to settle the complaint within 30 days from the receipt of the goods from the Buyer. The Seller reserves the right to exceed this time limit in justified cases. The Seller is obliged to notify the Buyer of this procedure at the Buyer's electronic address.
- 7.11 The Buyer shall bear the costs of any defect claim that is not admitted by the Seller, unless the Seller and the Buyer agree otherwise.
- 7.12 The Seller provides a quality guarantee for new turbochargers and turbochargers sold by exchange for a period of 24 months from the Buyer receiving the goods. For repaired turbochargers, the Seller provides a quality guarantee for a period of 6 months from the Buyer receiving the goods unless otherwise individually agreed with the Buyer.
- 7.13 This warranty shall not apply, and the Seller shall not assume responsibility for defects and damages resulting from operation of the goods, functional characteristics and damages caused by the goods improper, as well as damages caused by force majeure and the goods improper handling.
- 7.14 The Seller's liability to the Buyer is limited to the Buyer's direct damages up to a maximum of the price of the goods in question. The liability limitation shall not apply in the event of death or injury caused by the Seller's negligence. The Seller shall not be liable for any indirect, special, incidental or consequential damages (e.g., loss of profit or loss of revenue, loss of use, rework, repair, production costs, recall costs, damage to reputation or loss of customers, etc.). This liability limitation is without prejudice to the rights of the Buyer conferred by the law to the extent that the Seller may not lawfully disclaim any implied or statutory

warranties.

## **PERSONAL DATA PROTECTION**

- 8.1 The Buyer acknowledges that they are obliged to provide all data (during registration, in their user account, when placing an order through the online shop or by other means) correctly and truthfully and that they are obliged to inform the Seller without undue delay of any change in their data.
- 8.2 The Buyer agrees to receive information related to the Seller's goods, services or business at the Buyer's electronic address and further agrees to receive commercial communications from the Seller at the Buyer's electronic address.
- 8.3 Within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on personal data protection, the Seller is the personal data controller that it processes for the purpose of carrying out its business activities in the following scope: name and surname, postal address, delivery address, email address, telephone numbers, business identification number, tax identification number.
- The reason for processing is the Buyer's registration in the Seller's database for the purpose of business transaction, conducting marketing research, sending commercial communications, offers and newsletters, including information regarding events, competitions
  - Personal data processing period - for the contractual relationship duration and subsequently for five years after its termination
  - Personal data may only be provided to third parties for the purpose of processing the accounting agenda. Furthermore, on request to public authorities within the limits of the law.
  - Personal data will not be transferred to third countries, international organisations or third parties other than those mentioned above
  - In the case of consent, the customer acknowledges that the provision of consent is voluntary, and that they have the right to withdraw their consent to the personal data processing at any time in writing to the Seller's registered office address or by sending an e-mail to [gdpr@specialturbo.cz](mailto:gdpr@specialturbo.cz), as well as the right to request access to their personal data, its correction, restriction or erasure and object to processing, has the right to data portability to another controller, has the right not to be subject to automated decision-making, as well as the right to lodge a complaint with the Office for Personal Data Protection if they consider that the controller is processing personal data in violation of Regulation (EU) 2016/679 of the European Parliament and of the Council.

## **SERVICE**

- 9.1 Notices concerning the relationship between the Seller and the Buyer, particularly those concerning the withdrawal from the Purchase Agreement,

must be served by post to the address specified in the Buyer's Order or the user interface, or to their registered office or place of business, or to the Seller's registered office. It is also possible to deliver by e-mail to the Buyer's email address specified in their user account or in the Seller's online shop. Notices shall be delivered to the other party's appropriate contact address and shall be deemed to have been received not later than the third day after their proven dispatch. A notice whose receipt has been refused by the addressee, which has not been collected within the storage period or which has been returned as undeliverable shall also be deemed to have been delivered.

## **OUT-OF-COURT DISPUTE RESOLUTION**

- 10.1 The Czech Trade Inspection Authority (Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, Business ID No: 000 20 869, Internet address: <https://adr.coi.cz/cs>) is competent for out-of-court settlement of consumer disputes arising from the Purchase Agreement. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Buyer under the Purchase Agreement.
- 10.2 The European Consumer Centre Czech Republic with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of May 21st, 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 10.3 The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. The Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Coll., on Consumer Protection, among other things.

## **FINAL PROVISIONS**

- 11.1 If any Terms and Conditions provision is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whereby the meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of other provisions. Amendments and supplements to the Purchase Agreement must be in writing or at least be made by e-mail.
- 11.2 These Terms and Conditions shall come into force and effect on the date 1.7. 2021. Contractual relationships established before these Terms and Conditions come into force remain valid and are governed by the Terms and Conditions in force at the time of their establishment. All agreements between the Seller and the Buyer shall be governed by Czech Republic law. If the relationship established by

the Purchase Agreement contains an international element, the parties agree that the relationship is governed by Czech Republic law. This is without prejudice to the consumer's rights under generally binding legal regulations.

- 11.3 The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of § 1826(1)(e) of the Civil Code.
- 11.4 All rights to the Seller's website, particularly the content copyright, 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 thereof without the Seller's consent.
- 11.5 The Seller shall not be liable for errors resulting from third party interference with the online shop or its use contrary to its purpose. When using the online shop, the Buyer must not use procedures that could have a negative impact on its operation and must not perform any activity that could allow them or third parties to interfere with or make unauthorised use of the software or the online shop's other components and use the online shop or its parts or software in a way that would be contrary to its purpose or intention.
- 11.6 The Buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765(2) of the Civil Code.
- 11.7 The Seller may change or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.