

Business Terms and Conditions for Purchase Contract Concluded via Internet Shop (also referred to as „E-Shop“)

I. Website www.radegarage.com

1. Operator

The operator of website www.radegarage.com is as follows:

Radek Frank, ID No.: 67719546, with his registered office at V třešňovce 223/4, Prague – Hrdlořezy, Prague 9, 190 00

2. Links to Websites of Third Entities

Website www.radegarage.com may contain links to websites of third entities, which are beyond control of the operator of www.radegarage.com and which are not subject to these general terms and conditions. If you visit websites of third entities via a link offered, the operator of www.radegarage.com shall not be held liable for the content of third entities' websites, their functionality or terms and conditions of their use.

3. Liability for Information

With regard to the technical properties of the internet, the operator of www.radegarage.com shall not be held liable for completeness, correctness or intact content of the information specified there. The operator of www.radegarage.com shall not be held liable for any consequences arising out of any acts performed on the basis of the content of the website.

II. Business Terms and Conditions

1. Rules Governing Purchase Contract

1.1 These Business Terms and Conditions regulate the terms and conditions of a purchase contract. These Business Terms and Conditions are a part of the purchase contract concluded between the seller and the buyer. If some provisions of the purchase contract and these Business Terms and Conditions differ, the purchase contract shall take precedence over the Business Terms and Conditions. The relationships between the seller and the buyer that are not explicitly regulated by the purchase contract or by these Business Terms and Conditions shall be governed by Czech legislation, especially by the Act No. 89/2012 Coll., the Civil Code. Related acts are especially the Act No. 634/1992 Coll., on protection of consumer, and the Act No. 101/2000 Coll., on personal data protection.

1.2 The purchase contract shall be concluded for an indefinite period of time. The purchase contract can be terminated using general methods determined in the Act No. 89/2012 Coll., the Civil Code, especially by agreement of the contracting parties or on the basis of a unilateral withdrawal from the purchase contract.

1.3 The court which has territorial jurisdiction over the operator's registered office shall be competent to decide any disputes arising out of this purchase contract.

1.4 The body appropriate for extrajudicial settlement of consumer disputes arising out of the purchase contract shall be the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <http://www.coi.cz>.

2. Personal Data Protection

2.1 Personal data concerning buyers are handled in compliance with the Act No. 101/2000 Coll., on personal data protection. By concluding the purchase contract, the buyer gives to the seller its consent to processing, collecting and maintaining of its personal data in the seller's database for the purpose of realisation of the performance of the purchase contract, registration and marketing campaigns of the seller (esp. for the purpose of sending of commercial messages) until the buyer sends a written expression of its disagreement with processing of its personal data at Strojírenská 1872, Brandýs nad Labem – Stará Boleslav. The seller shall not provide the buyers' personal data to third parties except for situations related to the performance of the purchase contract, especially to delivery of goods (personal data are provided to external carriers in the scope necessary for the delivery of goods).

2.2 The buyer shall have the right to an access to its personal data, right to their correction (via e-mail address rade@radegarage.com) including other statutory rights associated with those data.

3. Seller:

Radek Frank
Company ID No.: 67719546, VAT Reg. No.: CZ7905235437
Registered in the Business Entities Registered
Mailing address: Strojírenská 1872, Brandýs nad Labem – Stará Boleslav
E-mail: rade@radegarage.com

4. Buyer:

4.1 The Buyer is the end customer, who can be a physical person or a legal entity, a consumer or an entrepreneur.

4.2 A consumer is everybody who concludes the purchase contract with the seller beyond the framework of his/her business activities and beyond the framework of his/her sole trading activities.

4.3 An entrepreneur is everybody who concludes the purchase contract with the seller in connection with his/her own commercial, production or similar activities or when performing his/her sole trading activities, as well as everybody who acts on behalf of or in the interest of an entrepreneur (an entrepreneur shall complete its company ID No. or also VAT Reg. No. in the order). The seller is an entrepreneur.

5. Subject of Individual Purchase Contracts.

5.1 The subject of the individual purchase contract consists in components for motor sport and other products sold on www.radegarage.com, which are specified in current price lists or special offers (hereinafter referred to as "Goods").

5.2 The principal obligation of the seller arising out of the individual purchase contract is to deliver the agreed Goods after the buyer has paid the purchase price. The principal obligation of the buyer is to pay the purchase price for those Goods.

6. Description of Goods

6.1 Unless specified otherwise in a separately confirmed document, the Goods offered and sold are not approved for use during common traffic on public roads. The Goods can be used only at one's own risk and only on closed racing tracks. The seller shall not be held liable for any damage (injury, death, psychological

damage, damaged to a thing, lost things, spoilage of a thing, origination of an obligation, etc.) caused to the buyer or a third party, completely or partly, in relation to using or purchasing of the Goods from the seller.

6.2 No recoverable warranty applies to the Goods used for racing purposes. In compliance with its good reputation, however, the seller will, as an expression of its goodwill, make every effort to deal with a potential defect or problem within his capacities as quickly and as well as possible to minimize the buyer's expenses.

6.3 Unless arranged otherwise in the respective purchase contract, the seller shall deliver the Goods in the quality and execution that are suitable for the purpose for which such Goods are usually used.

6.4 The Goods delivered will be packed in a manner, which is usual for such Goods within business contacts taking into consideration the place of the Goods delivery and the manner of transport so that the Goods are properly kept and protected.

7. Buyer's Order

7.1 Prior to sending an order, the buyer shall be obliged to become familiar with the seller's Business Terms and Conditions, the instruction on the possibility to withdraw from the purchase contract and the form for notice of withdrawal from the purchase contract. By sending the order (by clicking on button "Send your order") the buyer confirms having become familiar with these Business Terms and Conditions including all its annexes and agreeing with them.

8. Goods Delivery Term

8.1 Unless a different Goods delivery term is arranged, the seller shall be obliged to prepare the Goods for dispatch within 6 weeks following the day the buyer ordered them and paid the purchase price. Unless the respective purchase contract determines otherwise, the seller shall be entitled to deliver the Goods before the arranged date of performance, and in well-founded cases also by means of partial deliveries, and the buyer shall be obliged to take over the Goods delivered in that manner.

8.2 The Goods shall be considered delivered at the moment an authorized person takes them over on behalf of the buyer or at the moment they are handed over to the first carrier to be transported to the buyer if sending of the Goods to the buyer has been arranged.

9. Place of the Goods Delivery

9.1 If agreed by the contracting parties the seller shall arrange for sending of the Goods to the buyer to the place the buyer specifies.

9.2 The seller shall send the Goods after receipt of the respective payment via courier services of Česká pošta, DPD, FedEx or a different carrier. The carrier is selected by the buyer in its order.

9.3 The buyer shall be obliged to ensure that a person authorized to take over the Goods will be present at the place of performance at the agreed time.

9.4 If the buyer fails to take over the Goods from the carrier and the carrier returns them to the seller, the seller shall be entitled to withdraw from the respective purchase contract. In such an event the seller shall be entitled to keep the entire advance having been paid as a contractual penalty for the buyer's failure to fulfil its obligations.

10. Reservation of Ownership Title

10.1 The seller shall remain the owner of the Goods until they have been paid in full by the buyer.

11. Purchase Price and Price for Services

11.1 The purchase price agreed in the respective contract is fixed and cannot be changed without consent of both contracting parties. Unless a price is arranged, the prices specified in the current price list placed on www.radegarage.com shall apply.

11.2 If the seller and the buyer arrange some modifications to be made to the Goods to be delivered, the seller shall be entitled to receive a fee for those modifications. That fee shall be arranged in the respective purchase contract or determined on the basis of the current price list placed on www.radegarage.com. If the buyer fails to purchase the goods that have been modified in due time and the seller withdraws from the contract due to that fact, the seller shall be entitled to payment of a contractual penalty amounting to 100% of the purchase price for the goods and to payment of the fee for modifications to the Goods. The seller's entitlement to damages shall not expire by payment of the contractual penalty, and the damages shall be paid in the amount in which they exceed the contractual penalty having been paid.

11.3 The seller shall be entitled to payment for the transport of the Goods. Unless the amount of the fee for transport is arranged in the respective purchase contract, the seller shall be entitled to payment of a fee for transport in the amount determined by the price list of the contractual transport partner of the seller increased by the costs of packing and dispatch of the Goods, and unless the fee is specified in that manner, it shall be paid in the amount usual at the moment of the Goods delivery with regard to the manner and subject of transport.

11.4 If, as a consequence of the buyer's breach of obligations, it is necessary to deliver the Goods repeatedly, the seller shall be entitled to payment of a fee for transport due to repeated delivery of the Goods.

12. Method of Payment of Purchase Price

12.1 Unless arranged otherwise, the purchase price shall be payable upon ordering of the Goods.

12.2 The purchase price can be paid as follows:

- a) By means of a payment card via the payment gateway operated by ComGate, a.s.;
- b) Via internet payment system PayPal and then via a payment gateway.

The payment shall be governed by the business terms and conditions and rules of ComGate, a.s. or by business terms and conditions and rules of PayPal.

12.3 The purchase price shall be considered paid at the moment that the correct amount is credited in the seller's bank account.

12.4 A failure to pay the purchase price by the due date shall be considered a major breach of the buyer's obligations. In such an event the seller shall be entitled to payment of a contractual penalty amounting to 0.05% of the outstanding amount for every day of delay. Besides that, the seller shall also be entitled to suspend deliveries of the Goods that arise out of other contracts concluded with the buyer or withdraw from other contracts concluded with the buyer.

13. Liability for Defects

13.1 Rules Applying to All Buyers

13.1.a. Unless specified otherwise in a separately confirmed document, the Goods offered and sold are not approved for use during common traffic on public roads. The Goods can be used only at one's own risk and only on closed racing tracks. The seller shall not be held liable for any damage (injury, death, psychological damage, damaged to a thing, lost things, spoilage of a thing, origination of an obligation, etc.) caused to the buyer or a third party, completely or partly, in relation to using or purchasing of the Goods from the seller.

13.1.b. No recoverable warranty applies to the Goods used for racing purposes. In compliance with its good reputation, however, the seller will, as an expression of its goodwill, make every effort to deal with a potential defect or problem within his capacities as quickly and as well as possible to minimize the buyer's expenses.

13.1.c. The seller shall be held liable for defects that the Goods show at the moment of their delivery to the buyer and prior to their installation on a motorcycle. The buyer shall be obliged to check the delivered Goods in detail immediately after taking them over, and if the buyer finds obvious defects, it is obliged to record that fact in the respective document (the seller's bill of delivery or the carrier's carriage document) upon takeover of the Goods. Later complaints about obvious defects that could be found upon takeover of the Goods will not be taken into account. Before installation on a vehicle (motorcycle) at the latest the buyer shall be obliged to check the technical functionality of the Goods delivered as well as their suitability for installation on and use for the intended vehicle (motorcycle) and the manner of use, and in case of a defect or contradiction the buyer shall file a complaint without delay. The seller shall not provide compensation for any costs (e.g. assembly/disassembly work, transport, modifications, etc.) or damage incurred in relation to the installation or use of the Goods delivered.

13.1.d. The buyer shall be entitled to claim the Goods only in their original unchanged condition. If the buyer modifies, interferes in or damages the Goods, it will lose its entitlement to warranty.

13.1.e. If the Goods are delivered along with a special warranty card of the producer and if the producer provides warranty for such Goods, the Goods shall be subject to the warranty terms and conditions specified in the warranty card and the buyer must apply the warranty directly with the producer.

13.1.f. The buyer's rights arising out of defective performance shall be governed especially by the following provisions of the Act No. 89/2012 Coll., the Civil Code: Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2161 to 2174.

13.1.g. The seller shall be held liable for damage to the Goods caused during transport of the Goods to the buyer via a carrier. This, however, shall not apply if the buyer took over the Goods from the carrier with damaged packaging or with an obvious damage.

13.1.h. The buyer undertakes to check the condition of the packaging when taking over the Goods. By signing the bill of delivery or the carriage document the buyer agrees that the packaging was intact and the Goods did not show an obvious damage.

13.1.i. The seller shall be held liable for the fact that the Goods delivered show no defects upon the takeover. The buyer shall be obliged to inspect the Goods as soon as possible after taking them over and check their properties and quantity. A defect must be reported without undue delay after the buyer inspected the Goods and found the defect, and the buyer shall do so either by marking the defect or informing the seller how the defect manifests itself.

13.1.j. The buyer shall be entitled to exercise its right arising out of a defect that occurs in consumer goods within 24 months following the Goods takeover. If a defect manifests itself within six months following the Goods takeover, it shall be deemed that the item was defective at the moment of the Goods takeover already.

13.2. Other Rules for Buyers-Consumers

13.2.a. If the Goods show defects at the moment of their takeover, the buyer shall be entitled to be delivered a new item free of defects (the right to replacement) unless it is not inadequate with regard to the nature of the defect. If the defect can be removed without undue delay, the buyer shall have the right to removal of the defect free of charge. If the Goods cannot be replaced or repaired in the manner specified above, the buyer shall be entitled to withdraw from the purchase contract. The buyer shall have the right to replacement of the item or its part also in case of a removable defect if the buyer cannot use the Goods properly for repeated occurrence of a defect after repair or for a bigger number of defects. In such an event the buyer shall be entitled to withdraw from the purchase contract. Unless the buyer exercises its rights specified above (the right to replacement, repair or withdrawal from the contract), it can require an adequate discount. The buyer shall have the right to an adequate discount also if the seller fails to remedy the problem within a reasonable period of time or if the remedy caused big difficulties to the buyer.

13.2.b. The buyer-consumer's rights arising out of the liability for damage are regulated in detail in Sections 2161 to 2174 of the Act No. 89/2012 Coll., the Civil Code.

13.3. Other Rules for Buyers-Entrepreneurs

13.3.a. If defective performance constitutes a major breach of the purchase contract, the buyer shall be entitled to choose whether it requires replacement of the Goods, a repair, an adequate discount of the purchase price or whether it wishes to withdraw from the purchase contract. The buyer shall inform the seller which right it has chosen at the moment of reporting of the defect or without undue delay after reporting of the defect. Unless the buyer does so in due time, it will only have rights as if defective performance by insignificant breach of the purchase contract was concerned. In the event of an insignificant breach of the purchase contract the buyer shall be entitled to require removal of the defect or an adequate discount of the purchase price. Until the buyer exercises its right to a discount of the purchase price or withdraws from the contract, the seller can deliver what is missing or remove a legal defect. The seller can choose to remove other defects by repairing or replacing the Goods.

13.3.b. The buyer-entrepreneur's rights arising out of the liability for damage are regulated in detail in Sections 2099 to 2112 of the Act NO. 89/2012 Coll., the Civil Code.

14. Exercising of Rights Arising out of Defects (Complaint)

14.1 Rights arising out of a defect shall be exercised with the seller. The seller shall decide the buyer's complaint immediately, in complicated cases within 3 working days. This period of time does not include an adequate period of time corresponding to the kind of the product or service, which is necessary to expert assessment of the defect. A complaint shall be handled without undue delay, however, no later than within 30 calendar days following the day that the complaint is filed unless the seller and the buyer-consumer arrange otherwise in writing.

14.2 After the expiry of that period of time the buyer shall have the same rights as if a defect that cannot be removed was concerned. The seller shall confirm to the buyer in writing when the complaint was filed, what is its content and how the buyer requires that it is handled. In addition, the seller shall issue for the

buyer confirmation of the date and manner of handling of the complaint including confirmation of repair and its duration. In case of a rejected complaint the seller shall issue to the buyer written reasons of that rejection.

14.3 If a complaint is not rightful, the seller shall have the right to full compensation for its costs (transport fees, packaging fees, storage fees and other administrative and labour costs) from the buyer.

15. Withdrawal from Purchase Contract

15.1 Regulation of Right to Withdrawal from Purchase Contract for Every Buyer:

15.1.a. Withdrawal from the purchase contract is a unilateral legal act the notice of which must be delivered to the other party and by which the purchase contract is cancelled from its beginning. In such an event, the seller and the buyer shall be obliged to return to each other the performance provided.

15.1.b. The buyer undertakes to return to the seller all ordered Goods undamaged and not worn out, and in the original and undamaged packaging if possible. This shall not apply to the packaging that was provided for protection of the Goods against damage during transport.

15.1.c. If the buyer is interested, the seller shall arrange for transport of the Goods returned to the seller at the expense of the buyer. In such an event the buyer shall specify this wish of this in the notice of withdrawal from the purchase contract.

15.1.d. The seller shall be entitled to unilaterally set off its right to compensation of damage to the Goods returned against the buyer's right to returning of the purchase price (or also the price for transport of the Goods).

15.1.e. The buyer shall be entitled to withdraw from the purchase contract in cases determined by the Act No. 89/2012 Coll. and if the seller fails to meet the delivery term and even fails to deliver the Goods ordered to the buyer on the working day following the delivery day.

15.1.f. It is not possible to withdraw from the purchase contract especially in the following cases:

- If the Goods were modified according to the buyer's wish or for the buyer;
- If the price of the Goods delivered depends on fluctuations of the financial market independently of the seller's will, which fluctuations may occur during the period of time for withdrawing from the purchase contract;
- If the Goods were irretrievably mixed with other goods after their delivery;
- If the Goods were delivered in closed packaging of which the buyer took the Goods out and where the Goods cannot be put back for hygienic reasons.

15.1.g. It is possible to use a special FORM for withdrawal from the purchase contract; the form is a part of these Business Terms and Conditions. The form shall be completed and sent in writing at the address of the seller's registered office or at its e-mail address specified in the form.

15.2 Regulation of Right to Withdrawal from Purchase Contract for Buyer-Consumer:

15.2.a. A buyer-consumer shall be entitled to withdraw from the purchase contract in writing without stating the reason within 14 days following the day that follows the day on which the buyer or an authorized third party took over the Goods delivered. If the subject of the respective purchase contract is delivery of several kinds or parts of Goods, that period of time shall start on the day that follows the day on which the last delivery of the Goods was taken over.

15.2.b. A notice of withdrawal must be sent to the seller (in writing at the address of its registered office Strojírenská 1872, Brandýs nad Labem-Stará Boleslav or electronically at rade@radegarage.com) on the last day of that period of time at the latest.

15.2.c. The seller shall be obliged to return to the buyer all payments received including the costs of the primary delivery of the Goods to the buyer (except for additional costs incurred as a result of the manner of delivery chosen by the buyer different from the cheapest manner of standard delivery offered by the seller – the buyer shall be entitled to get back the costs in the amount equalling the cheapest manner of the Goods delivery offered) within 14 days following the delivery of the notice of withdrawal from the purchase contract. The payments shall be returned in the same manner that the buyer used to make the initial transaction unless the buyer explicitly determined otherwise in its notice of withdrawal from the purchase contract. Unless the buyer determines otherwise in its notice of withdrawal from the purchase contract, the seller shall return to the buyer money if the initial payment was made in cash or use a postal order if the initial payment was made by a payment card. The seller shall return the payments only after the Goods have been returned.

15.2.d. The seller shall be entitled to return to the buyer the purchase price decreased by an amount corresponding to the value that the Goods lost as a consequence of handling of those Goods in a different manner than the one that is necessary for becoming familiar with the nature and properties of the Goods including its functionality apart from common use of the Goods.

15.2.e. In case of withdrawal from the purchase contract the buyer shall be obliged to hand over or return to the seller at its own expense the Goods purchased at the seller's address Strojírenská 1872, Brandýs nad Labem-Stará Boleslav, which the buyer shall do within 14 days following the withdrawal from the contract. The costs of returning of the Goods shall be borne by the buyer even if the Goods were delivered to it free of charge within a discount campaign. The maximum costs are estimated at the value equalling the price for the primary transport of the Goods to the buyer. If the Goods are sent off, it shall be enough for meeting the deadline if the Goods are sent off to the seller or handed over for transport by that deadline. If previously agreed by the buyer and the seller, the transport of the returned Goods can be arranged by the seller at the buyer's expense.

15.2.f. An instruction of the right to withdrawal from the contract for a buyer-consumer is also included in a separate document (according to the specimen within the meaning of the government regulation no. 363/2013 Coll.).

15.3 Regulation of Right to Withdrawal from Purchase Contract for Buyer-Entrepreneur:

15.3.a. A buyer-entrepreneur shall be entitled to withdraw from the purchase contract in writing without stating the reason within 14 days following the day that follows the day on which the buyer or an authorized third party took over the Goods delivered. If the subject of the respective purchase contract is delivery of several kinds or parts of Goods, that period of time shall start on the day that follows the day on which the last delivery of the Goods was taken over

15.3.b. A notice of withdrawal must be sent to the seller (in writing at the address of its registered office Strojírenská 1872, Brandýs nad Labem-Stará Boleslav or electronically at rade@radegarage.com) on the last day of that period of time at the latest. This FORM can be used for withdrawal from the contract.

15.3.c. As far as other matters are concerned, the right to withdrawal from the purchase contract for a buyer-entrepreneur shall be governed by applicable provisions of the Act No. 89/2012 Coll. if they regulate relationships between entrepreneurs.

16. Annexes to General Business Terms and Conditions

16.1 FORM to be used as a notice of withdrawal from the purchase contracting

These Business Terms and Conditions take effect on 19 December 2017.