

# SKODA-PARTS.COM - TERMS AND CONDITIONS

## **1. OPENING PROVISIONS**

These terms and conditions further define and specify the rights and obligations of both the seller and the buyer under the contractual relationship concluded on the skoda-parts.com e-shop. The buyer has the opportunity to get acquainted with these terms and conditions prior to their order being sent and in doing so will be well-informed ahead of time. By sending his/her order, the buyer has confirmed that he/she has become fully acquainted with the terms and conditions and agrees with them.

The seller and operator at the www.skoda-parts.com online retail shop is online-dily.cz s.r.o. with its registered office in CZ, Plzeň, Borská 87/47a, Postcode: 301 00, Company Registration Number (IČO): 29116023, registered in the Commercial Register of the Regional Court in Plzeň, Section C, Enclosure 26005. The place of fulfilment for all contractual relationships is Borská 87, 301 00 Plzeň, CZ and in the event of personal collection (in-store pick-up), it is also the seller's point of delivery as designated by the buyer on www.skoda-parts.com when placing his/her order.

All contractual relationships are governed by the laws of the Czech Republic.

## **2. METHOD OF ORDERING AND CONCLUDING A PURCHASING CONTRACT**

- **Consumer Contract** – a purchasing contract, contract for work, or other contract in accordance with the Civil Code, so long as the contractual parties include the consumer on one side and the seller on the other side.
- **The Consumer** – a real person who is not acting on the accord of his/her commercial or business activity or in the independent exercise of his/her profession when concluding and fulfilling the conditions of a consumer contract.
- **The Buyer, Who is not the Consumer** – a person who, when concluding and fulfilling the conditions of a consumer contract, is acting on the accord of his/her commercial or business activity or in the independent exercise of his/her profession.

## **3. CONCLUDING A PURCHASING CONTRACT**

A properly filled-out order completed by the buyer and submitted through the www.skoda-parts.com online retailer website or by telephone is a binding proposal for the conclusion of a purchasing contract with the seller, whereby the buyer is bound by his proposal for the purchasing contract's conclusion for 21 days after submitting the order.

The seller is obliged to immediately acknowledge receipt of the order in accordance with Section 1827 Paragraph 1 of the Civil Code by e-mail to the e-mail address that was provided by the buyer when making the order, during which time an acknowledgement of receipt does not serve as an acceptance of the proposal for concluding a purchasing contract.

The purchasing contract itself is only concluded upon an acceptance of the proposal for concluding the purchasing contract made by the seller. The conclusion of a purchasing contract is considered accepted upon the dispatch of goods from the seller to the buyer or

upon written or verbal acceptance of the proposal for closing the purchasing contract performed by the seller via e-mail or telephone.

The consumer has the right to cancel the order and withdraw his proposal for the conclusion of the purchasing contract without any penalty at any time until the moment the goods are dispatched. For this matter, it is the consumer's obligation to notify the seller by e-mail or by telephone.

In the event that the buyer wishes to cancel their order for goods that have already been concluded and specially prepared for them, there will be a cancellation fee of 50% of the purchase price of the ordered goods.

The purchasing contract is concluded in the English language. Upon concluding the purchasing contract, it is archived only for the time necessary for its execution, during which it is possible to make it available at the written request of the consumer. The order can be changed and errors can be corrected with no restrictions until the moment the goods are handed over for delivery.

#### ***4. WITHDRAWAL OF THE CONSUMER FROM THE CONTRACT UNDER SECTION 1829 PARAGRAPH 1 OF THE CIVIL CODE***

The consumer has the right to withdraw from the contract without giving any reason within 21 days of the date of receipt of the goods (for a purchasing contract covering several types of goods or the delivery of several parts, effective from the date of the last delivery of the goods; for a purchasing contract covering a periodic repeated delivery of goods, effective from the date of receipt of the first supply of goods).

For the purpose of exercising the right to withdraw from the contract, the consumer must inform the seller, online-dily.cz s.r.o., with its registered office in CZ, Plzeň, Borská 87/47a, Postcode: 301 00, Company Registration Number (IČO): 29116023, registered in the Commercial Register of the Regional Court in Plzeň, Section C, Enclosure 26005, at the address: skoda-parts.com, Borská 87, 301 00 Plzeň, or via e-mail: info@skoda-parts.com in the form of a unilateral transaction (for example, by a letter sent through a postal service, fax or e-mail).

The consumer may use the attached template for making a withdrawal request, but the template is not required.

From this website, the consumer can download and complete the form for withdrawing from a contract.

It is sufficient to submit the withdrawal at any point before the expiry of the withdrawal period in order to meet full compliance.

If the consumer withdraws from the purchasing contract, he/she will be refunded without undue delay all payments received by the consumer, including the delivery costs, no later than 14 days after the seller has received the notice for withdrawal. (Refunds do not include any additional costs incurred as a result of choosing an above-standard delivery method, which is indisputably costlier than the standard delivery method offered by the seller). All refunds will be carried out by the seller via bank transfer to the bank account specified by the consumer, unless explicitly determined otherwise by the consumer. Under no circumstances will the consumer incur additional costs. The payment will not be returned by the seller until the returned goods have been received or until the consumer has proven beyond a reasonable doubt that they have sent the goods back, whichever comes first. Goods must be returned within 14 days from the date of cancellation of the purchasing

contract and sent back or forwarded to skoda-parts.com, Borská 87, 301 00, Plzeň, CZ without undue delay. The consumer is aware that they shall bear all direct costs incurred from returning the goods. The time limit is deemed to be fulfilled so long as the consumer has returned the goods back to the seller before the end of the 14-day period. The consumer is only responsible for the diminished value of the goods as a result of handling the goods in a manner other than that necessary to understand the nature and characteristics of the goods, including their functionality.

The consumer cannot withdraw from the contract in accordance with Section 1837 of the Civil Code:

- a) over the provision of services, if the provision of services were fulfilled with the consumer's prior express consent before the expiry of the withdrawal period and the business or seller has informed the consumer, before concluding the contract, that in this case he has no right to withdraw from the contract,
- b) over the price of the delivery of goods or services, whose price is subject to financial market deviations, irrespective of the will of the seller, which may occur during the withdrawal period,
- c) over the delivery of alcoholic beverages, which may not be delivered until after thirty days have passed and whose price is subject to financial market deviations irrespective of the will of the seller,
- d) over the delivery of goods, which were adjusted according to the wishes of the consumer or their receiving party,
- e) over the delivery of perishable goods and goods that were irrevocably mixed with other goods after delivery,
- f) over repairs or maintenance carried out at a place designated by the consumer at his/her request; this does not apply to cases where subsequent non-requested repairs were executed, or delivery of spare parts were carried out beyond what was requested by the buyer,
- g) over sealed packaging from which the consumer has removed the goods and when the removed goods subsequently cannot be returned due to hygienic reasons,
- h) over the delivery of a sound or image recording or a computer program, if the consumer has already opened its original packaging,
- i) over the delivery of newspapers, periodicals or magazines,
- j) over accommodation, transport, catering or leisure activities, provided that the contractor provides such services within a specified time,
- k) over an order completed by public auction under the law governing public auctions, or
- l) over the delivery of digital content, if it has not been supplied on a physical medium and has been supplied with the prior express consent of the consumer before the expiry of the withdrawal period and the seller has communicated to the consumer that in that case he has no right to withdraw from the contract.

If the goods have already been partially consumed, a buyer can not withdraw from a purchasing contract without giving a reason. It is also not possible to withdraw from a contract for goods whose character excludes such an act. If the returned goods are incomplete, damaged or visibly worn, the seller has the right to claim damages.

## **5. WITHDRAWAL FROM A CONTRACT BY THE BUYER WHO IS NOT THE CONSUMER**

In the event the buyer is not the consumer, it is not possible to withdraw from the contract.

## **6. SHIPPING AND DELIVERY**

The cost of postage and packaging that the buyer elects when making his/her order is borne solely by the buyer and these costs are governed by the current pricelist set by the seller, which is located on the seller's website, [www.skoda-parts.com](http://www.skoda-parts.com).

## **7. TERMS OF PAYMENT**

- **Cash on Delivery (COD)** - the price for the goods is paid by the buyer only when the goods are delivered to the postman (courier) or to the post office.
- **Bank Transfer** - upon receipt of the order (or, upon receipt of the proposal for concluding the purchasing contract), the seller will send the buyer the purchase price, the account number and the variable symbol for payment. Goods will be paid by the buyer to the seller's bank account before the goods are dispatched, otherwise the goods will not be dispatched or handed over to delivery services. This method of payment for the purchase price is considered a prepayment of the purchase price.
- **Payment Cards** - after the order is created (the proposal for concluding the purchasing contract), the buyer is redirected to a secure payment gateway for their bank, where the buyer will enter the necessary data for remitting payment. This method of payment for the purchase price is considered a prepayment of the purchase price. We support 3D Secure protocol for online payment authentication. Our employees do not have access to your card data. Everything is in the hands of your bank.
- **Cash (For Collection In-Person)** - the goods are paid for by the buyer in cash upon receipt of the goods at the seller's branch, after confirmation by e-mail from the seller that the goods are in stock at the branch and ready for pick-up.

## **8. RIGHTS IN THE EVENT OF DEFECTIVE PERFORMANCE**

The buyer's rights for claiming defective performance is based on any defect that the product has when hazard or harm is brought forth on the buyer, even if the defect were to come up at a later point in time. The buyer's right will also be based on any later incurring defect that was caused by the seller breaching their obligations.

If the defective performance is a material breach of contract, the buyer is entitled to:

- a) the elimination of the defect by delivery and receipt of a new replacement product without any defects or by delivery and receipt of a missing part,
- b) the elimination of the defect by repairing the product,
- c) a befitting discount on the purchase price, or
- d) withdrawal from the purchasing contract.

The buyer shall inform the seller on which right he/she has elected to exercise when reporting a defect or to inform the seller without undue delay shortly after the defect has been claimed. The buyer cannot change their choice without the seller's consent; this is not the case if the buyer has asked for a defect to be corrected that turns out to be irreparable. If the seller fails to remove the defects within a reasonable time or informs the purchaser that the defects will not be remedied, the buyer may request a reasonable discount from the purchase price instead of removing the defect or withdraw from the contract.

If the buyer does elect a right in a timely manner, he/she has the same rights as a material breach of the contract.

If the defective performance is a material breach of contract, the buyer has the right to the defect's removal or to an adequate discount on the purchase price.

Until the buyer exercises the right to a discount on the purchase price or withdraws from the contract, the seller can deliver what is missing or remove the legal defect. Other defects may be removed by the seller if deemed necessary by repairing the item or delivering a new item; whichever choice the seller elects must not cause unreasonable costs for the buyer.

If the seller fails to remove the defect on time or the defect cannot be remedied, the buyer may request a discount on the purchase price, or may withdraw from the contract. The choice elected by the buyer cannot be changed without the seller's consent.

The buyer cannot withdraw from the contract or demand the delivery of a new item if the item cannot be returned in the state in which it was received. The following exceptions apply:

- a) if there was a change in status as a result of an inspection to identify a defect,
- b) if the buyer used the item before the discovery of the defect,
- c) if the buyer has not been able to return the item in the unaltered state by negotiation or omission; or
- d) if the buyer sold the item before the defect was discovered, if the item was consumed, or if the item has been altered during its normal course of use; if only in part, the buyer returns to the seller whatever he/she can return and gives the seller a replacement for the amount in which he has benefitted from the use of the item.

If the buyer has not notified the seller of the defect in a timely manner, he will lose the right to withdraw from the contract.

The buyer's rights for claiming a defect are applicable to the seller at the following address: skoda-parts.com, Borská 87, 301 00, Plzeň, CZ

#### ***9. RIGHTS FOR CLAIMING DEFECTIVE PERFORMANCE AND QUALITY GUARANTEE FOR THE BUYER, WHO IS THE CONSUMER***

The seller is liable to the purchaser, who is the consumer, that the goods have no defects upon transferral of ownership. In particular, the seller is liable for the following once the buyer has been handed over the item:

- a) the item has the characteristics that the two parties negotiated, and that it is not missing the characteristics that were negotiated described by the seller or manufacturer, or the characteristics that the buyer was expecting on the basis of what was implied in the advertisement

- b) the item is suitable for the purpose that the seller has indicated or for the purpose with which an item of its kind is normally used,
- c) the item corresponds to the quality or performance of the agreed sample or original if the quality or design has been determined on the basis of the agreed sample or original,
- d) the item is in the appropriate quantity, degree or weight; and
- e) the item meets the requirements of its legal description.

The buyer is entitled to claim his/her right to a defect within 24 months upon receipt of the ordered goods.

If the item does not have the above properties, the buyer may also request the delivery of a new item without defects unless it is unreasonable due to the nature of the defect, but if the defect only affects a part of the item, the buyer may only require replacement parts; if this is not possible, he/she can withdraw from the contract. However, if the defect is disproportionate in regards to the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer has the right to the removal of the defect free of charge.

The buyer has the right to the delivery of a new item or replacement parts even in the event the defect was remedied, unless the replacement part cannot be used for recurring defect after already once being repaired or for other defects. In this case, the buyer has the right to withdraw from the contract.

If the buyer does not withdraw from the contract or does not exercise his/her right to have a new product delivered without any defects, or to have a replacement part delivered to repair the product, he/she may request to receive a reasonable discount. The buyer has the right to a reasonable discount if the seller cannot deliver a new item without defects, replace its parts or repair the item. This also holds true in the event that the seller fails to remedy the defect within a reasonable time or if the remedy would cause considerable difficulties or significant inconvenience to the consumer.

The buyer's rights for claiming a defect are applicable to the seller at the following address: skoda-parts.com, Borská 87, 301 00, Plzeň

If the buyer exercises their right to claiming a defect, the seller shall confirm to the buyer in writing the extent and duration of the seller's obligations in the event of defective performance. If the state of the product's defect cannot be attained, the confirmation can be replaced by a proof of purchase of the item containing the data.

If the buyer exercises the right to claim defective performance, the seller shall confirm to him/her in writing, when he/she has exercised the right, as well as the repair measures to be taken and duration of the repair.

#### ***10. QUALITY GUARANTEE IN THE EVENT THAT THE BUYER IS NOT THE CONSUMER***

The seller does not provide a buyer who is not a consumer with a guarantee for the quality of the goods, unless expressly agreed upon between both parties. The liability of the seller for defects is governed by the Civil Code in such a case.

## **11. PRICES AND VALIDITY OF THE OFFER**

All prices are given with VAT, which is valid at the time of sending the order. In the event that the VAT changes when the purchasing contract is concluded or when the goods are sent, the purchaser is obliged to pay the difference in arrears from the purchase price according to the method of payment elected by the buyer, or in the event of an overpayment in VAT, the seller will promptly send the buyer an e-mail message with a request for information on where the seller can refund the buyer for an overpayment in VAT from the purchase price. A proper tax document is included when the goods are delivered. All the prices of goods, including discount prices, are valid until the stock is recalled or sold out.

## **12. DISCOUNTS AND DISCOUNT COUPONS**

The seller offers various types of discounts (loyalty, order volume, recommendation, etc.). Each discount has rules for use.

In the event that a discount or coupon is applied contrary to the rules of the discount or discount coupon, the seller has the right to refuse such a discount or discount coupon. In this case, the buyer is informed and will be offered the option of ordering without this discount or applied coupon.

The rules and conditions for applying a particular discount to the purchase price are either directly attached to the discount (in the form of provisional information), or a discount is given on a website where the discount rules are described in full detail. In the event that an explanation for how a discount is applied remains unclear or that the buyer comes across a misunderstanding in the way the discount is applied, then the seller's interpretation of the discount is valid, not the buyer's.

Every discount or coupon can be claimed only once, unless expressly stated otherwise. In the event of multiple use, the seller has the right to refuse to accept such a discount.

In the event that a discount is claimed by a buyer who is not a consumer and it is not a gift voucher that was used, then the seller has the right to reject the discounts and discount coupons.

If the value of the gift voucher or discount coupon is higher than the value of the entire purchase, the difference is not transferred to a new voucher or coupon and the unexpended amount is not retroactively paid to the buyer.

## **13. EXCHANGEABLE PARTS**

The skoda-parts.com online store also includes parts that are exchangeable and whose smaller parts can also be returned as a so-called exchangeable part. To make use of this option, for parts that are marked as exchangeable, it is necessary to pay a deposit that will be refunded upon returning the original part subject to the following conditions:

### **13.1. ASSORTMENT OF EXCHANGEABLE PARTS**

- engine heads
- turbocharger
- clutch plates and pressure discs
- air flow meters and other parts
- air conditioning compressors
- external joint kits
- jointed shafts
- disc brake callipers
- starters
- alternators
- catalytic converters
- water pumps

### **13.2. RETURNING EXCHANGEABLE PARTS**

The customer has the obligation to return the exchangeable part upon purchase of the replacement part within 10 days of the date of its purchase. The delivery of a exchangeable part is recorded.

When returning exchangeable parts, parts must be:

- clean and disposed from the oil fill
- properly completed
- copy of order document (order confirmation/invoice) has to be enclosed
- returnable parts must be packed in the original packaging in which they were delivered

### **13.3. CONDITIONS FOR WHICH A RETURNABLE PART CANNOT BE RETURNED**

- parts from other manufacturers than those supplied by online-dily.cz s.r.o.
- damaged parts, whose damage was caused by improper installation
- parts that have been damaged during delivery and/or were incompletely packed
- contaminated parts or oil-filled parts
- modified parts (including additionally painted etc.)
- parts from crashed vehicles
- incomplete parts
- heavily corroded parts

If the returnable parts exhibit any of these features, they will not be accepted and will be returned to the customer at his/her expense. If the returnable part is not delivered within 10 days, we are unfortunately unable to issue a credit note or return the amount.



#### **14. EXTRAJUDICIAL SOLUTIONS FOR CONSUMER DISAGREEMENT**

- a) If you believe we have damaged or failed to fulfill our obligations, please write to our email address at [info@skoda-parts.com](mailto:info@skoda-parts.com).
- b) If we are unable to solve the dispute directly, pursuant to the Consumer Protection Act No. 378/2015, amending Act No. 634/1992 Coll., you also have the right to an out-of-court settlement of consumer disputes.
- c) The point of contact (ADR) for out-of-court settlement of consumer disputes between the trader and the consumer is the Czech Trade Inspection or another entity authorised by the Ministry of Industry and Trade, <http://www.mpo.cz/dokument169867.html>.
- d) With the Czech Trade Inspection, the consumer has the possibility to submit a proposal through an online form available on the website of the Czech Trade Inspection: <https://adr.coi.cz/cs>.
- e) The consumer may submit a proposal to the Czech Trade Inspection Authority or to a designated body no later than one year from the date when he/she exercised his/her right, which is the subject of the dispute between the seller for the first time.
- f) The consumer can also make a proposal through the EU Out-of-Court Dispute Resolution Platform, which is available online at:  
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=CS>.  
The proposal can only be made by a consumer living in the EU to a trader based in the EU.
- g) If the parties to the dispute are dissatisfied with the quality of the out-of-court settlement of a consumer dispute and have reason to believe that there has been a violation of the Rules for Out-of-Court Settlement of consumer disputes during the proceedings, they may file a complaint addressed to the Ministry of Industry and Trade or send an email to [adr@mpo.cz](mailto:adr@mpo.cz).
- h) In the case of cross-border disputes, consumers in the Czech Republic shall have access to a competent entity for out-of-court settlement of consumer disputes.
- i) The costs of out-of-court settlement of consumer disputes are borne by the parties themselves.

#### **15. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

All personal data communicated to the seller will not be given to third parties or to other entities without the buyer's consent and will be handled in accordance with the Personal Data Protection Act No. 101/2000 Coll. The buyer may at any time request changes or have their data be erased via e-mail. The buyer may change their data on the [www.skoda-parts.com](http://www.skoda-parts.com) website under the "My Account" tab, which is available once the buyer logs in.

Once an order has been made, a customer satisfaction survey/rating questionnaire within the "Trusted Customers" service framework will be sent to the customer's email by Allegro Group CZ, s.r.o. A link to a questionnaire in which the customer can evaluate the quality of the services and products, with which the buyer expressly agrees by reading these terms and conditions, will be sent to the e-mail address within 10 days of purchase.

## ***16. EXPRESS YOUR OPINION***

Within the course of the next 14 days, you will be sent a Heureka.cz evaluation questionnaire. You can share your experience with buying and selling with others. We would greatly appreciate you taking the time to fill out this questionnaire.

## ***17. FINAL ARRANGEMENTS***

After the consumer's order is delivered to the seller as a proposal for the conclusion of the purchasing contract, the order is then archived in order to fulfil the order and maintain it as evidence. The individual technical steps leading to the conclusion of the contract are clear to the consumer when the order process itself is concluded. The buyer has the opportunity to identify and correct any errors that may have occurred when entering data before submitting an order. The cost of using telecommunications remotely (telephone, internet, etc.) to carry out the order itself is borne by the buyer. These terms and conditions are available to the consumer for their own personal records and may be reproduced.