

## Terms and conditions

### I. General terms

1. These general terms and conditions (from now on as T&C) set mutual rights and obligations of the seller and the end buyer, who is signing this contract as a retail customer, or as a representative of his business (from now on as "buyer") via internet web site available at address <http://www.skidnation.com> (from now on as "e-shop"). The e-shop is run by:

ProDrive s. r. o., Medvedovej 1571/8, 851 04 Bratislava – Petržalka, Slovakia  
ICO: 52 888 339  
VAT ID: SK2121261978  
Business registry of Mestský sud Bratislava III, insert number 145405/B.

Contact information:

email: [hello@skidnation.com](mailto:hello@skidnation.com)

phone: +421 940 626 000

postal address: ProDrive s. r. o., Medvedovej 8, 851 04 Bratislava, Slovakia

(From now on as „seller“)

2. The content of T&C are inseparable part of the purchasing contract. Different terms in the purchase contract have priority over general terms in these T&C.

3. These T&C and the purchasing contract are presented and applied in English language.

4. The overseeing authority: Inspektorat SOI pre Bratislavský kraj

Bajkalska 21/A, P. O. BOX 5, 820 07 Bratislava

Business overseeing department – phone no. +421 258 27 21 72, +421 258 27 21 04

### II. Information about goods and prices

1. Information about goods, including the price of individual goods and description of its characteristics are presented in the catalogue. Prices are inclusive of all charges and expenses related to purchase or return of the goods, if it cannot be returned via standard means (postal services). The prices are valid for the time they are displayed in the e-shop. This does not exclude possibility of custom agreement on the prices of goods or services.

2. All presentation of goods in the e-shop catalogue is only informational and the seller is not obliged to agree on or close a contract with the buyer on these goods.

3. The processing and delivery charges are all listed on the e-shop pages.

4. Applicable discounts or sale coupons cannot be combined, if not explicitly agreed otherwise.

### III. Ordering and closing the purchase contract

1. The buyer expenses related for establishing and closing the purchase contract by using communication technology (internet charges, phone charges etc.) are all covered by the buyer. These expenses are the same as general expenses for these services.

2. The buyer can close the purchase contract in these ways:

- Through his/her customer account, if he/she previously registered with the e-shop,
- Filling out the form available in the e-shop without a registration.

3. During order submission process the buyer selects the type and amount of goods and desired payment and delivery options.

4. The buyer can check or modify the information he/she submitted during ordering process before the order is shipped. The order for the seller to fulfill is submitted by buyer clicking on "Place order" button in the e-shop. By submitting the order the buyer is obliged to pay for the ordered goods. The information present in the submitted order are considered correct by the. The condition for binding purchase contract is correctly filling out the fields in the order form and the acknowledgement of the buyer he/she read and understood these T&C.

5. After receiving the order the seller will send an order confirmation to the buyer to his/her e-mail address which was entered in the order and this confirmation is considered signing a purchase contract. The confirmation contains link to this T&C, goods warranty and return conditions and order cancellation form.

6. In case the seller is not able to fulfill the order for any reason, the seller will send a modified offer via email to the buyer. The new offer is considered a new proposal of the purchasing contract and the contract is considered valid as soon as it's confirmed by the buyer via channels described in these T&C.

7. All orders received by the seller are binding. The buyer can cancel the order in the time until the buyer received the confirmation of his/her order. The buyer can cancel the order via phone or email using the contact information provided in this document.

8. In case of obvious error in price or description of the goods, or technical issues during ordering process or checkout the seller is not obliged to fulfill this order and deliver the goods with obviously incorrect price or properties even if the order confirmation email was received by the buyer. The seller will inform the buyer about the error as soon as possible and will attach corrected offer. The corrected offer is considered to be a new proposal for purchase contract and is considered valid once confirmed by the buyer.

#### **IV. Customer account**

1. The buyer can create and access his/her customer account one the internet web site of the seller. This customer account can be then used to order goods or services. The buyer can order goods or services also without the need to create an account.

2. During the registration and during order submission the buyer is required to provide correct and up to date information. Buyer is also required to update his/her information in their customer account. The information provided by the buyer are considered to be correct and up to date by the seller.

3. Access to the customer account is secured by user name and password. The buyer is required not to share this access information with other people or organizations. The seller is not responsible for any misuse of the customer accounts by other people, organizations or third parties.

4. The buyer must not allow others to use his/her customer account.

5. The seller can delete the customer account if it has not been used for a longer period of time or when the buyer violates the contract or conditions set in this document.

6. The buyer acknowledges the customer account might not be available all the time, especially considering the need for software or hardware updates or possible technical difficulties in the seller's or third party systems.

#### **V. Payment and delivery conditions**

1. The price and delivery costs for ordered goods can be paid by the buyer via following channels:

- Through online card payment system
- Through wireless bank transfer to the seller account SK878330000007733033303

2. The buyer is required to pay the goods purchase price together with the cost for shipment or transportation of the goods from the seller to the buyer. If not stated otherwise, the term purchase price includes costs for delivering the order to the buyer.

3. In case of wireless bank transfer the amount is due to be paid within 7 days of closing the purchase contract.

4. In case of payment through online card payment system the buyer follows the instructions on screen.
5. In case of online or wireless payment the buyer's obligation to pay for the order is from the moment of clearing the payment to the seller's bank account.
6. The seller does not require any deposit or similar payment from the buyer. Payment of the confirmed order before the order is shipped is not a deposit.
8. The goods are delivered to the buyer:
  - To the address specified by the buyer in the order
  - By collection in person at the business address of the seller.
9. Buyer selects the desired delivery type and price during steps of order submission.
10. The delivery cost is included in the buyer's order and in the order confirmation email. If a custom way of delivery is requested by the buyer and agreed upon, the buyer is responsible for any risk or additional costs involved by this delivery.
11. If the seller is required to deliver the order to the address specified in the order by the buyer, the buyer is required to collect the order from that address. If because of buyer's actions or lack of them the seller has to request additional or repeated delivery attempt above what was specified in the order, the buyer is required to pay for the additional costs associated.
12. When receiving the order from the delivery company the buyer is required to check the parcel for any damage on the parcel or the goods and report them to the delivery person immediately. If it is apparent the parcel was opened or tampered with the buyer is not required to take over the parcel and is required to fill in a parcel damage form with the delivery person and report this to the seller afterwards.
13. The seller sends an invoice on the order to the buyer via email to the email address entered by the buyer in his/her order.
14. The ownership rights for the goods or services are transferred from the seller to the buyer by payment for the goods or services in full, including the delivery costs, latest by the moment of receiving the goods or services. The responsibility for accidental loss or damage of the parcel or the goods is transferred from the seller to the buyer at the moment of receiving the parcel by the buyer from the delivery company, or at the moment, where the buyer was required to receive it, but did not do so despite a valid purchase contract required so.

## **VI. Cancellation of the contract**

1. The buyer, who entered the purchase contract as an end retail customer, not a business has the right to cancel this contract without specifying any reason as required by the law.
2. The available time period to cancel the contract is 14 days:
  - From the day of receiving the goods
  - From the day of receiving the last part of the goods in case they were delivered in multiple parts
  - From the day of receiving the first goods in case the purchase contract is for repetitive delivery of goods.
3. Some of the cases when the buyer cannot cancel the contract:
  - If the goods were modified based on buyers requirements, or manufactured based on buyer's individual preferences valid for that specific buyer
  - In other cases as listed in § 7 section 6 of law no. 102/2014 Z.z. about customer protection for purchase of goods or services based on contract closed on-line or via phone or a contract closed at a different place than the sellers address.

4. To qualify for the 14 days cancellation period the buyer is required to send the order cancellation form within the 14 days period.
5. For the order cancellation the buyer can use the attached order cancellation form which is provided by the seller and is part of these T&C. The form should be sent to the sellers email address or as a letter to the regular mail address of the seller, both stated in these T&C. The seller will confirm the receipt to the buyer.
6. The buyer who cancelled the order is required to return the goods within 14 days after the order cancellation is confirmed. The buyer is responsible for any expenses involved in returning the goods to the seller, even in cases, when the goods cannot be returned by the standard postal services.
7. If the buyer cancels the order, the seller will return the buyer's payment in full, including delivery costs via the same channel, as the order was paid, without delays, but latest by 14 days from the order cancellation confirmation. The seller can return the payment via different channels if agreed so with the buyer under the condition the buyer will not be charged any additional costs.
8. If the buyer chose his order to be delivered in a different way than a standard, lowest expense option offered by the seller, the seller will refund only the value of the lowest expense delivery option during order cancellation refund.
9. If the buyer cancels the order, the seller is not required to refund the payment to the buyer until the returned goods are received by the seller, or the buyer can show proof of return shipment to the seller.
10. The goods must be returned to the seller without any damage, signs on use and clean, including original factory packaging. If this is not the case, the seller can account for this damage in the order payment refund amount for the buyer.
11. The seller is allowed to cancel the contract for reasons like insufficient stock, goods unavailability, or if the manufacturer is no longer offering the goods. The seller will inform the buyer about this via email to buyers email address entered in the order and will refund the buyer in full, including delivery costs within 14 days from this notice. The refund will be send via the same channel, as the payment was received, unless the buyer and the seller agree otherwise.

## **VII. Rights on faulty goods**

1. The seller is responsible for delivering non-faulty goods to the buyer. The seller guarantees to the buyer, that at the moment of receiving the goods:
  - The goods have agreed upon properties or properties that match the goods description present in the sellers catalogue or can be reasonably expected by the buyer based on the goods type and used advertisement if applicable
  - The goods are suitable for the use which is advertised by the seller or for which this type of goods are usually used for.
  - The goods are matching the expected quality and design as the sample presented by the seller, if the sample was used for closing the purchase contract.
  - The goods are in the appropriate amount, content and weight
  - The goods follow all mandatory law requirements.
2. If any fault of the goods is present within 6 months from the date of goods delivery to the buyer, the goods are considered to be faulty at the point of delivery. The buyer can execute his rights on faulty goods (warranty) for 24 months from the date of delivery. This is not valid for goods sold for lower cost because of present fault based on which the price was lowered and is not valid for wear and tear cause by standard use or which is an expected result from the nature of goods.

3. In case of faulty goods the buyer can submit a faulty goods claim and can request:

- Repair or replacement of the faulty goods at no additional cost in case the fault can be repaired
- Adequate discount from the purchase price or a cancellation of the contract in case the fault cannot be repaired.

4. The buyer has the right for purchase contract cancellation if:

- If the goods have a fault which cannot be repaired and is preventing the buyer to use the goods as it could be used in case there would be no fault on it.
- If the buyer cannot use the goods because of recurring fault or a fault after the goods were repaired.
- If the goods cannot be used because of multiple faults.

5. The seller is required to accept a faulty item claim at the address of the business. The buyer can also raise the claim with person appointed by the seller. If this is the case, the claim can be resolved only by giving the repaired goods to the buyer, otherwise the appointed person has to involve the seller in the claim. The seller is required to give a written confirmation to the buyer about the claim, containing date, involved goods and what way the buyer would like the claim to be resolved, and also confirmation of the date and the resolution of the claim including confirmation of the repair and the estimated timeline, or explanation why the claim was declined.

6. If the buyer raises the faulty goods claim, the seller or an appointed person is required to inform the buyer about his/her rights on faulty goods claim. Based on buyer decision on which of his/her rights he/she wants to apply the seller or appointed person is required to decide which solution of the claim they will execute, in difficult cases latest by 3 days after the claim was raised, in special cases requiring thorough inspection of the goods latest by 30 days from the date of receiving the claim. After the claim solution is decided upon the claim needs to be acted upon immediately, in specific cases can be acted upon later. The solution for the claim must not take more than 30 days from the day the claim was raised. Not meeting this timeline is considered a serious break of the contract and the buyer has the right to cancel the purchase contract or request new goods instead. The claim is considered set at the moment of buyer informing the seller about his/her desire to act upon the faulty goods claim.

7. The seller informs the buyer about the resolution of the claim in written form latest by 30 days from the day the claim was raised.

8. The rights on faulty goods does not apply for buyer, who was explicitly informed about the goods having a fault or if the fault was caused by the buyer himself/herself.

9. In case of valid claim the buyer has the right for reimbursement of expenses directly related with raising and following the claim process. Buyer can request this compensation within one month after the 24 month warranty has ended.

10. If there are multiple options on how the claim can be resolved, the buyer can choose the one he/she prefers.

11. The rights and duties of both parties on the faulty items rights are stated in the § 499 to 510, § 596 to 600 and § 619 to 627 law no. 40/1964 of the Civil code and a in the law no. 250/2007 Z. z. on customer protection rights.

12. Further rights and duties for both parties are set in the faulty items terms and conditions set by the seller.

## **VIII. Communication**

1. Both parties can fully communicate via email which is considered the same as written letters.

2. The buyer sends all communication to the seller's email address listed in these T&C. The seller sends all communication to the buyer's email address entered in his/her customer account or in the submitted order.

## **IX. Out of court settlement**

1. The buyer can ask seller for correction of any action, which the buyer finds violating his customer right or if he/she is not satisfied with the way the seller handled a faulty goods replacement claim. The buyer has the right to start out of court settlement at the out of court settlement authority, if the seller did not address or did not answer the complaints as described above within 30 days from the date they were raised. This does not impact the buyer's right to ask for court involvement.

2. Out of court settlement of customer disputes coming from the purchasing contract with the seller is dedicated to Slovak Trade Inspection, located at Prievozska 32, 827 99 Bratislava, Reg. no. 17 331 927, which can be reached for this matter at Slovenska obchodna inspekcia, Ustredny inspektorat, Odbor medzinarodných vzťahov a alternativneho riesenia sporov, Prievozska 32, 827 99 Bratislava 27, or via email at [ars@soi.sk](mailto:ars@soi.sk) and [adr@soi.sk](mailto:adr@soi.sk). Web address: <https://www.soi.sk>. The platform for solving customer disputes on-line available at web address <http://ec.europa.eu/consumers/odr> can be used for solving disputes on purchase contract between the seller and the buyer.

3. Free consultations and help is available at: European Customer Center Slovak Republic, located at Mlynske nivy 44/A, 827 15 Bratislava, web address: <http://esc-sr.sk/> is the contact point as stated in Declaration of European Parliament and Council (EU) no. 524/2013 from 21 May 2013 about solving customer disputes on-line and about change of regulation (ES) no. 2006/2004 and direction 2009/22/ES (direction on solving customer disputes on-line).

4. The seller is allowed to sell goods and services based on trade permission granted in Slovak Republic. The overseeing authority of Regional office – trade license department. Slovak Trade Inspection is also overseeing the compliance with the law no. 250/2007 Z.z. on customer protection.

## **X. Closing statements**

1. All agreements between the seller and the buyer are managed by the law of Slovak Republic. If the purchasing contract is considered international, the involved parties agree to follow the law of Slovak Republic. This does not influence the rights of buyer stated in the general law.

2. The seller is not bound with any behavior codex as mentioned in the law no. 250/2007 Z.z. on customer protection.

3. All rights to the e-shop contents, brand, graphics, images, texts and other content belong to the seller. It is forbidden to use, copy, download or modify any of the parts of content of the e-shop without written permission from the seller.

4. The seller is not responsible for errors or issues caused by third parties influence over the e-shop or sellers data systems as a result of illegal activities. The buyer must not use any illegal ways of accessing or using the seller's e-shop and must not attempt any actions which would allow him/her or another people to illegally access or influence the e-shop in any other ways than it was designed and intended for.

5. The purchase contract including T&C is archived by the seller in electronic form and it's not publicly accessible.

6. The terms and conditions document might be updated or changed as necessary. These changes are not affecting the rights and duties which came into validity during the previous version of these T&C.

7. The order cancellation form is attached to these terms and conditions.

These terms and conditions are valid from 1 July 2020

**ORDER RETURN AND CANCELLATION FORM**

*(Fill in and post back with return goods only if you wish to return the goods for a refund)*

I, the customer signed below, would like to return the following goods to the seller

SkidNation.com – online store run by:

**ProDrive s. r. o., Medvedovej 1571/8, 85104 Bratislava, Slovakia**

Business registration no. 52 888 339

List of returned goods:

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Which I received on: \_\_\_\_\_

Order number: \_\_\_\_\_

Name and surname: \_\_\_\_\_

Address: \_\_\_\_\_

Date and signature: \_\_\_\_\_

*Please include this form with your returned goods and ship it to the address above (in bold font).*