

GENERAL BUSINESS TERMS

of

SPORTS MOBILITY SYSTEM FLORIDA LLC

Registered office

330 S. Pineapple Avenue, Suite 110
Sarasota, Florida 34236

941 735 3444

info@ixroverfl.com

www.ixroverfl.com

in the wording effective from 1 January 2019

Part I General Terms

Article 1 General Provisions

1. These general terms (hereinafter referred to as "GT") of SPORTS MOBILITY SYSTEM FLORIDA LLC with the registered office at 330 S. Pineapple Avenue, Suite 110, Sarasota, Florida 34236 (hereinafter referred to as "Seller") regulate mutual rights and obligations of contracting parties that arise in connection with the purchase of goods by customers from the Seller or under a purchase contract made between the Seller and other natural persons or legal entities (customers) through a brick-and-mortar shop or another sales channel of the Seller (hereinafter referred to as "purchase contract").
2. Divergent provisions of the applicable special business terms relating to individual sales channels of the Seller shall prevail over the provisions of these GT. Provisions divergent from the GT and from special business terms may be agreed in the purchase contract. Divergent provisions in the purchase contract shall prevail over the provisions of the GT and special business terms.
3. The provisions of these GT form an integral part of the purchase contract. This does not affect the rules set out in the preceding section. A purchase contract may be made in English language, and a purchase contract shall always be associated with the version of the general terms issued in the same language in which the purchase contract was made.

Article 2 Subject-matter of Purchase Contracts

1. If a purchase contract is not made in a brick-and-mortar shop and the special business terms for other sales channels of the Seller do not apply, the purchase contract is usually made by the customer delivering an order specifying the ordered goods and other requirements, if any, to the Seller through a postal service provider or by electronic mail. Afterwards the Seller shall deliver a confirmation of the order to the Buyer in the same manner or in the manner required by the buyer in the order. If the confirmation does not contain any reservations, the purchase contract is deemed made. If the order confirmation contains reservations or requirements for changes, the purchase contract is deemed made upon delivery of the buyer's notice to the Seller where such notice must contain unconditional consent to the reservations and changes proposed by the seller.
2. The subject-matter of a purchase contract shall be only the items expressly stated in the purchase contract or order. The Seller undertakes to deliver to and secure for its customers:
 - defect-free goods in accordance with the specifications or with characteristics usual for the given kind of goods,
 - complying with standards, regulations and decrees effective in the territory of the Czech Republic or EU,
 - supplied with instruction manuals and warranty certificates in Czech language or in the language of the purchase contract,
 - provision of ordered services, if applicable.



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Article 3 Warranty and Liability for Defects

1. The warranty period begins on the day when the goods are handed over to the buyer and lasts 24 months. The Seller gives a warranty for the quality and completeness of the delivery. A goods complaint may be filed only in writing by means of a registered letter sent to the Seller's address. In business relations between the Seller and a legal entity with the registered office in the Czech Republic or in other countries the duration of the warranty period is governed by the provisions of the laws effective as of the day of establishment of the business relation.
2. A complaint report must contain the date of the goods delivery, product name, quantity under complaint, description of the defect, and a proposal for the complaint settlement.
3. The rights and obligations of the contracting parties in respect of the rights from defective performance are governed by the applicable legislation.
4. The Seller is liable to the buyer that the goods are free of defects during the takeover. In particular, the Seller is liable to the buyer that at the time when the buyer took over the goods:
 - the goods have the characteristics agreed between the parties, and if there is no such agreement, the goods have the characteristics described by the Seller or manufacturer or expected by the buyer with regard to the nature of the goods and the advertisements made by them,
 - the goods are suitable for the purpose stated by the Seller for their use or for the purpose for which the goods of this kind are usually used,
 - the quality or workmanship of the goods corresponds to the agreed sample or model if the quality or workmanship was set according to an agreed sample or model,
 - the goods are delivered in the corresponding quantity, size or weight and the goods comply with the requirements of legal regulations.
5. If a manufacturing defect that is not connected with the goods use appears within six months from the takeover, it shall be deemed that the goods were defective as early as at their takeover. If the consumer does not withdraw from the contract or does not exercise a right to be delivered a new defect-free item, to have a component of the item replaced or to have the item repaired, the consumer may require a reasonable discount. The consumer also has a right to a reasonable discount if the Seller cannot deliver the consumer a new defect-free item, replace a component of the item or repair the item as well as in the event when the Seller fails to provide a remedy in a reasonable time or if the remedy could cause serious problems to the consumer. The buyer shall not have the right arising from defective performance if the buyer knew prior to taking over an item that the item had the defect or if the defect was caused by the buyer. The consumer may exercise a right arising from a defect of consumer goods that appears within twenty four months from the takeover.
6. The rights arising from defective performance shall be exercised by the buyer at the Seller at the address of the Seller's establishment in which the complaint may be received with regard to the assortment of the goods sold, or in the registered office or place of business. The moment of filing a complaint shall mean the moment when the Seller obtains the goods under complaint from the buyer. Other rights and obligations of the parties that relate to the Seller's liability for defects may be regulated by the Seller's complaint procedure rules.

Article 4 Final Provisions

1. The Seller may amend the GT and the special business terms. The Seller is obliged to publish amendments of the GBT on its website at least 1 month prior to the day the amendment takes effect. If a customer delivers the Seller a written refusal of an amendment of the business terms at least 7 days prior to the day the amendment takes effect, the GT amendment shall not apply to the relation established between the Seller and the given customer prior to the proposed effect of the GT amendment.
2. If the relation established by a purchase contract contains an international (foreign) element, the parties agree that the relation is governed by the legal regulations of the Czech Republic. This does not affect the consumers' rights arising from the applicable legislation.

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Part II Special Business Terms of the Customer Portal

Article 1 General Provisions

1. These special business terms (hereinafter referred to as “SBT”) of SPORTS MOBILITY SYSTEM FLORIDA LLC with the registered office at 330 S. Pineapple Avenue, Suite 110, Sarasota, Florida 34236 (hereinafter referred to as “Seller”) regulate the purchase of goods by customers from the Seller through the internet portal at the address ixroverfl.com, or on any other server operated by the Seller.
2. The terms used in these SBT shall have the meaning corresponding to the definitions of these terms contained in the purchase contracts made and in the general terms.
3. In the event of purchase on the internet portal the purchase contract is made.

Article 2 Ordering of Goods, Entering into Purchase Contracts

1. The validity of an electronic or written order is subject to the completion of the order form with all the required data. An order is a proposal of a purchase contract. Formal confirmation of the order by the Seller is not required for entering into the purchase contract; the contract is established upon the goods delivery. Prior to sending an order to the Seller, the buyer is allowed to check and change the data entered by the buyer into the order also with regard to the buyer’s opportunity to detect and correct errors made when entering data into the order. The buyer sends the order to the Seller by clicking the button “Order”. If the buyer is not a consumer, a goods order sent by the buyer is a proposal for entering into a purchase contract, and the purchase contract is entered into at the moment when the binding acceptance of the buyer’s proposal by the Seller is delivered to the buyer. By entering into a purchase contract the buyer confirms that it has become acquainted with these SBT, with the General Terms (GT) and with the complaint procedure rules, and that it agrees with them.
2. Based on the order, an e-mail with a call to make the payment shall be sent to the buyer. Payment terms may also be set out differently on an individual basis. The arisen contract (including the agreed price) may be amended or cancelled only by agreement of the parties or for reasons stipulated by law.
3. Depending on the nature of the business transaction (quantity of the goods and services, amount of the price, costs of transport, distances, etc.), the Seller shall always have a right to ask the buyer to authorise the order in a suitable provable manner, e.g. in writing, by e-mail or SMS. If the buyer refuses to authorise the order in a required manner, the order shall be deemed invalid.
4. If any of the requirements stated in an order cannot be fulfilled by the Seller, the Seller shall send a changed offer stating possible variants of the order to the buyer to the buyer’s electronic address and ask for the buyer’s statement. A changed offer shall be deemed to be a new proposal of a purchase contract, and in such case the purchase contract is made upon acceptance by the buyer through electronic mail or any other provable manner.
5. The buyer agrees with the use of remote communication means in entering into purchase contracts. Any costs incurred by the buyer in the use of remote communication means in connection with entering into a purchase contract (costs of internet connection, costs of telephone calls) shall be covered by the buyer, and such costs do not differ from the basic rate.

Article 3 Cancellation of Goods Orders

1. The Seller reserves the right to cancel an order or a part of an order in the following events: the goods have not been manufactured or delivered any longer or the price charged by the goods supplier has changed considerably. If such situation occurs, the Seller shall contact the buyer without undue delay in order to agree on further procedure. If the buyer has already paid a part or the whole sum of the purchase price, such sum shall be transferred back to the buyer’s account as soon as possible. A sum that has already been paid may be set off against the payment for other goods or services delivered.
2. The buyer may cancel a goods order within 5 hours from its sending by sending an e-mail to the address info@ixroverfl.com. At this address it is also possible to report any errors in the data stated in orders.

Article 4 Purchase Price

1. The stated prices are effective at the moment of ordering and are excluded of any taxes. The postage and packing fees shall be added to the price of the goods. The Seller reserves the ownership right to the goods or service until full payment of the purchase price.
2. Where a payment is made by a bank transfer, the purchase price is deemed paid at the moment when it is credited to the Seller's account. The bank account numbers shall be stated in payment documents.
3. Together with the purchase price the buyer is obliged to pay to the Seller the agreed amount of the costs connected with the packing and delivering the goods. Unless expressly stated otherwise, purchase price shall also mean the costs connected with the delivery of goods. Such costs may be modified by the Seller by agreement. The Seller may request an advance payment or payment of an invoice beforehand. This does not affect the provision of business terms in respect of the obligation to pay the purchase price of goods beforehand. Where a payment is made in cash or in the event of cash on delivery, the purchase price is due upon the goods takeover. Where a cashless payment is made, the purchase price is due according to the data stated in the issued payment document. Where a cashless payment is made, the buyer is obliged to state the variable symbol of the payment when paying the purchase price of goods. Where a cashless payment is made, the buyer's obligation to pay the purchase price is fulfilled at the moment when the respective sum is credited to the Seller's account. The Seller may demand payment of the whole purchase price prior to sending the goods to the buyer, particularly if the buyer does not confirm the order subsequently. Discounts on the goods price granted by the Seller to the buyer may not be mutually combined. The final price of goods or services may be changed only prior to confirmation of the order. After the order is confirmed by the buyer and a payment document is issued by the Seller, the price of the goods or service is final.

Article 5 Delivery Term

The Seller undertakes to dispatch duly ordered goods within 5 working days from the day when the whole sum of the purchase price is credited to the Seller's account. The delivery term shall be extended adequately to the circumstances if the delay is caused by force majeure or circumstances not caused by the Seller. The delivery term may be adjusted by the Seller according the Seller's manufacture and supply facilities.

Article 6 Transport Conditions, Postage

1. When making an order, indicate the selected method of transport in the note. This may also be agreed otherwise.
2. The delivery address has to be complete and include the telephone number for the driver to contact the addressee on the day of delivery.
3. The buyer is obliged to take over the goods from the carrier in a due manner, check integrity of the packaging materials and the number of packages and report any detected defects to the carrier without undue delay. The invoice for the goods or services shall be attached to the delivered consignment and may also be sent by post or e-mail.
4. If the method of transport is agreed under a special requirement of the buyer, the buyer shall hold the risk and any additional costs connected with such method of transport. Where goods have to be delivered repeatedly or by a method other than stated in the order for reasons on the buyer's part, the buyer is obliged to pay the costs connected with repeated deliveries of goods or the costs connected with the other method of delivery.

Article 7 Withdrawal from Contracts

1. If the customer is a consumer, then the customer shall have a right to withdraw from the contract within 14 days from the goods takeover even without giving the reason. The stated period is met if prior to its expiration you send a notice with the required essentials.
2. If you decide to withdraw within the aforesaid period and demand the return of the full sum of the purchase price, the following conditions have to be met:
 - the Seller has to be informed beforehand either in writing or by e-mail;
 - the returned goods have to be sent back to the deliverer in an insured parcel at the buyer's expense. The goods must not be sent as a cash-on-delivery parcel; in such case the parcel will not be accepted;
 - the goods must not show signs of use or damage, must contain all original tags and be packed in the original packaging material. The goods have to be sent to the Seller's address together with the invoice.



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3. If all the above stated conditions of the goods return are met, the money for the returned goods shall be transferred to your account (stated by you when notifying the Seller of the withdrawal from the contract) within 15 working days at the latest from the physical receipt of the goods and approval of the proper goods return by the Seller.
4. The buyer may not withdraw from the contracts:
 - for the provision of services if such services began to be provided with the buyer's consent prior to expiration of the period of 14 days from the receipt of performance,
 - for the delivery of goods or services, the price of which depends on financial market deviations independently from the Seller's will,
 - for the delivery of goods customized at a request of the buyer or for the buyer,
 - for the delivery of goods subject to fast spoilage, wear and tear or obsolescence,
 - for the delivery of digital contents if the contents were not delivered on a tangible medium and were delivered with the buyer's prior express consent prior to expiration of the period for withdrawal from the contract and the Seller informed the buyer prior to entering into the contract that in such case the buyer did not have a right to withdraw from the contract,
 - for the delivery of newspapers, periodicals and magazines,
 - for accommodation, transport, catering or leisure time activities if the Seller provides such performance at a determined time.
5. The Seller shall publish a model form for customers' notices of contract withdrawal on its website.

Article 8 Consent to the Provision of Personal Data



1. Protection of personal data of a buyer that is a natural person is regulated by the Personal Data Protection Act No. 101/2000 Coll., as amended. The buyer consents to the processing of the following personal data of the buyer: name and surname, address of residence, identification number, tax identification number, electronic mail address, and telephone number (hereinafter jointly referred to as "personal data"). The buyer consents to collecting, storing and processing his/her personal data by the Seller for the below stated purpose. The buyer grants this consent for all data provided to the Seller in the buyer's order for an indefinite period of time from the day of granting the consent. The buyer shall always grant free and conscious consent to the processing of his/her personal data including electronic and contact data. Granting shall mean filling out the consent or ticking off or any other expressing (particularly in the registration form).
2. The buyer shall grant the consent for an indefinite period of time and may withdraw the consent at any time by a written declaration delivered to the Seller's address. The buyer has a right of access to his/her personal data and has a right to supplement or change them. In this connection the buyer may contact the Seller by phone or electronic mail.
3. The buyer declares that all the data are accurate and true and are provided voluntarily. The buyer also grants consent to making and keeping an audio recording of communication with the Seller as well as electronic communication and grants consent to using the data obtained in this manner in civil proceedings, if applicable.
4. The buyer agrees that his/her personal data may be disclosed by the Seller to a third party for the purpose of sending commercial communications and promotional materials.
5. The Seller shall process and use the data obtained under these conditions for statistical purposes, for its internal needs and for marketing purposes, i.e. sending commercial communications or promotional materials.
6. The given personal data shall be provided abroad only while meeting the conditions stipulated by law. If the Seller's obligations stipulated by law are breached, the buyer has a right, in particular, to demand explanation from the Seller and to demand rectification of the arisen unlawful situation.
7. Registration: The buyer may register himself/herself with the Seller. During the registration the buyer is requested to create an access password to his/her customer account. The buyer is obliged to keep the password in secret and not to share it with any other persons. The buyer is fully liable for all acts made from his/her account. The buyer is obliged to inform the Seller without undue delay if he/she suspects that his/her password is misused or accessed by a third party. If there is a reasonable concern that the buyer's account is or may be misused, the Seller may block the buyer's account or request the buyer to change the password. The Seller shall not hold liability to the buyer for any damage incurred by the buyer due to disclosure or misuse of his/her access password.
8. The Seller may suspend or cancel registration of the buyer immediately if the Seller may reasonably believe that the buyer breaches these SBT or any other mutual agreement. Extinction or cancellation of registration does not affect those provisions of the SBT that survive due to their nature.

Article 9 Final Provisions

1. The Seller makes best efforts to increase the quality of its services. However, with regard to the technical aspects of its services, it may not guarantee one-hundred-percent availability of its services and their trouble-free operation. If an error of a technical nature appears, the buyer may report the defect and the Seller shall try to remove the defect without undue delay.
2. The Seller reserves the right to restrict access to its internet presentations for a time necessary to carry out repairs, maintenance or upgrade of the system or implement new system features.
3. The Seller reserves the right to amend these SBT as required. These SBT apply in the wording stated on the Seller's website on the day of sending the electronic order, unless otherwise agreed in writing between the parties. By sending an electronic order or confirming a written order the buyer accepts without reservations all provisions of the General Terms (GT) and SBT in the wording effective on the day of sending the order, as well as the effective amount of the price of the ordered goods and services (including dispatch and transport charges, if applicable) stated in the price list on the website, unless demonstrably agreed otherwise in the particular case. The Seller has a right to change the prices of its products (goods and services) as well as the prices of auxiliary services of transport and packing at any time.



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