

GENERAL TERMS AND CONDITIONS

www.motoe.cz

You are reading the general terms and conditions (the “Terms”) of RULYT s.r.o., company registration number: 256 02 217, with its registered office at 5. května 435, 440 01 Dobroměřice, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem under file number C 17913 (“we”). These Terms govern the relationship between us as the seller and you as the buyer (“you”) in our online store at www.motoe.cz (the “Online Store”). Our Online Store offers electric scooters, tricycles and accessories for environmentally friendly vehicles.

We recommend reading the Terms in full. If you would prefer an overview first, we have prepared a summary of the most important points:

- Our customers come first, and we always try to find a solution that works for both you and us.
- By placing goods in your cart, completing the required information, and confirming and submitting your order, you enter into a Contract with us.
- If you make a mistake and order something unintentionally, you can usually amend or cancel your purchase free of charge before the order is dispatched. Give us a call and we will find a solution that works for both parties.
- For certain goods, you have the right to withdraw from the Contract within 14 days of delivery. If you change your mind, you can withdraw within 14 days of receiving your delivery and return the goods to us. You do not have to give a reason, but we appreciate your feedback as it helps us improve our services. To exercise this right, notify us of your withdrawal by an unequivocal statement. You may use the form attached to these Terms, but doing so is not compulsory. Send or deliver the goods to us within 14 days of withdrawal, by post or in person, at Lounská 891, 438 01 Žatec.
- If the goods come with instructions for use, please read them carefully.
- We do everything we can to handle claims fairly and as quickly as possible. Details are provided below.
- When receiving a parcel from the carrier, we recommend checking its packaging for damage and reporting any damage to us as soon as possible. A later report or acceptance of the delivery without reservations does not, in itself, restrict your statutory rights concerning defective goods.
- Your personal data is safe with us. You can find out more about how we process it here.
- If you have any problems or questions, email info@motoe.cz or call +420 415 679 550. We are here to help.

1. Introduction

1.1. These Terms explain and inform you about our mutual rights and obligations arising in connection with, or under, a purchase contract concluded between us through the Online Store (the “Contract”).

1.2. In addition to these Terms, our relationship is governed by Czech law, particularly Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., on Consumer Protection, as amended.

1.3. These Terms form an integral part of the Contract. Different provisions may be agreed in the Contract itself. Any such provisions take precedence over these Terms.

1.4. These Terms are provided in English for purchases through the English version of our Online Store, and the Contract is concluded in English. The Contract, including these Terms, is governed by Czech law. If you are a consumer, this choice of law does not deprive you of the protection afforded by mandatory provisions of the law of your country of habitual residence where those provisions apply.

1.5. We may amend or supplement these Terms. Such changes do not affect rights and obligations arising while an earlier version was in force. In other words, changes affect future purchases, not purchases already made.

1.6. You can contact us using the following details:

Business premises: Lounská 891, 438 01 Žatec, Czech Republic

Email: info@motoe.cz

Telephone: +420 415 679 550

2. Customer account

2.1. You can create a customer account in the Online Store. It provides benefits such as an overview of your orders, customer discounts and more. You can order through your account or shop without registering.

2.2. When registering and ordering goods, you must provide accurate and truthful information. You must also update your account whenever this information changes. We regard the information provided in your account and orders as correct.

2.3. Your customer account is protected by a username and password. You must keep these access details confidential and protect them against misuse. Our liability for misuse of your account by third parties is governed by applicable law; this provision does not exclude our liability for breaching our own obligations.

2.4. Your account is personal to you, and you may not allow third parties to use it.

2.5. If you become aware that your access details may have been stolen or your account may be misused, notify us immediately. We can then block the account in agreement with you.

2.6. We may cancel your account, particularly if you have not used it for an extended period of at least 12 months, or if you breach your obligations under the Contract or these Terms. This rarely happens, and we will notify you before deleting the account.

2.7. Your account and the Online Store may not be available continuously, particularly because of essential maintenance of our hardware or software or that of third parties. We generally try to carry out maintenance outside normal daytime hours and give advance notice.

3. How do you order goods?

3.1. All goods displayed in the Online Store are presented for information purposes, and we are not obliged to conclude a Contract for them.

3.2. You can order goods:

- a) through your customer account after registering in the Online Store;
- b) by completing the order form without registering an account.

3.3. When completing an order, you select the goods, their quantity, the payment method and the delivery method.

3.4. Before submitting a binding order, you can review and change any information. You submit the order by clicking the "Order and pay" button. We regard the information in the order as correct. Before submitting it, you must complete all your details and confirm that you have read and agree to these Terms.

3.5. By submitting your order, you conclude a Contract with us on the terms stated in the order and these Terms. All orders submitted through the Online Store are binding. By concluding the Contract, both parties agree to comply with these Terms.

3.6. We will confirm your order electronically by email. This email confirms the concluded Contract. We will also send these Terms in PDF format with the confirmation.

3.7. If goods are unexpectedly unavailable, we will notify you immediately and give you an estimated delivery time. You may choose partial delivery, wait for the unavailable goods, or cancel the order and withdraw from the Contract. If the order is cancelled because the goods are unavailable, we will refund your payment as soon as possible.

3.8. When concluding the Contract, you agree to the use of distance communication. You bear your own costs of using distance communication in connection with the Contract, such as internet access and telephone calls. These costs do not differ from standard rates.

3.9. If an obvious technical error on our part results in an incorrect price in the Online Store or during ordering, we are not obliged to supply goods at that obviously incorrect price. We will notify you without undue delay and email you a revised offer. This constitutes a new proposal for a Contract, which is concluded only when you confirm your agreement to the new price.

4. How can you pay for goods?

4.1. All prices for goods and delivery include VAT and all related charges. Prices are valid at the time you order.

4.2. Promotional offers are valid while stocks last or for the period we specify. Unless stated otherwise, discounts cannot be combined.

4.3. You can pay using the methods listed here.

4.4. Gift vouchers are indivisible: their entire value must be used in a single order. Gift vouchers cannot be combined, and only one discount code can be used per order. Vouchers have a limited validity period stated on the relevant voucher.

4.5. After you pay for the goods, we will issue a tax document (invoice) and email it to you electronically.

5. How and when will we deliver the goods?

5.1. Goods marked “in stock” are available and dispatched as soon as possible. If delivery exceptionally takes longer, we will inform you of the delivery date without delay. Unless agreed otherwise, we will deliver within 30 days of concluding the Contract. Otherwise, you may withdraw and we will refund the price paid, including any delivery costs you paid.

5.2. If goods are not currently in stock, we will notify you promptly and provide an estimated delivery time. We may agree on a longer delivery period, or you may withdraw from the Contract, cancelling the order. We will then refund the money received for that order.

5.3. We will send the ordered goods using delivery services listed here, or you may collect them in person at our premises at Lounská 891, 438 01 Žatec.

5.4. Postage and packing are charged according to the current price list, which is displayed during checkout.

6. How do shipping and delivery work?

6.1. We will deliver the goods to the location specified in your order, and you are obliged to accept them on delivery. Failure to accept a delivery does not itself constitute withdrawal from the Contract; notify us of withdrawal by an unequivocal statement. Any claims arising from a breach of the obligation to accept goods are assessed according to the law and the actual circumstances. We do not impose a penalty for properly exercising your statutory right of withdrawal.

6.2. After dispatch, we send an email, if you provided a correct email address, and an SMS, if you provided a telephone number, containing the shipment number and estimated delivery date.

6.3. If delivery must be repeated or carried out differently from the method stated in your order for reasons attributable to you, you must pay the costs of repeated delivery or the alternative method.

6.4. On delivery, we recommend carefully checking the packaging and immediately reporting any damage to the carrier. If the packaging is damaged, you do not have to accept the delivery.

6.5. You acquire ownership after paying the full purchase price, including delivery costs, but no earlier than when you receive the goods. For consumers, the risk of damage passes upon receiving the goods from the carrier. If you independently choose a carrier that we did not offer, the risk passes when the goods are handed to that carrier.

7. What conditions apply to goods with digital elements?

The statutory consumer rights in this section apply to buyers who are consumers.

7.1. Goods with digital elements contain digital content or a digital service without which they could not function. Typically, these are goods operated with software, such as a treadmill with different programmes or a smart sports watch.

7.2. For goods with digital elements, we will provide agreed updates and updates necessary to maintain their features, including security, and notify you when they are available. Where digital content or a service is supplied once, we provide these updates for the period you may reasonably expect in view of the nature and purpose of the goods and the digital content or service. Where supplied continuously over an agreed period, we provide updates throughout that period, and for at least two years after receipt of the goods.

Install updates according to the instructions provided. We are not liable for a defect caused solely by failure to install an update only if you were informed of the update and the consequences of not installing it, and the failure or incorrect installation was not caused by shortcomings in the instructions.

7.3. Information about compatibility, interoperability and other details important for putting goods with digital elements into operation is provided in the description of the relevant goods.

8. Withdrawal from the Contract and returning goods

8.1. As a consumer, meaning a person concluding the Contract outside their business or similar activity, you have the right to withdraw from a Contract concluded online, by email, telephone or another means of distance communication within 14 days of receiving the goods. If we deliver in several shipments, the period begins upon receipt of the last shipment. For regular deliveries, it begins upon receipt of the first delivery. This section applies only to consumers.

8.2. You do not have the right to withdraw:

- a) where goods have been made to your specifications or personalised, particularly custom-made goods. Merely selecting from standard variants, colours or sizes that we offer does not establish this exception;
- b) where goods cannot be returned for hygiene reasons, were supplied in sealed packaging and you have unsealed that packaging, such as underwear.

8.3. Notify us of withdrawal by an unequivocal statement, for example by email or letter using the contact details above. You may use the model form attached to these Terms, but doing so is not compulsory. You do not have to give a reason. You may also withdraw before receiving the goods. To meet the deadline, it is sufficient to send your notice before it expires.

For online withdrawal, you can use the “Withdraw from the contract” button in the order details in your customer account, complete the displayed form and confirm withdrawal. We will acknowledge receipt by email. A properly exercised statutory withdrawal is effective without our subsequent approval.

8.4. Withdrawal cancels the Contract from the outset. Send or hand over the goods without undue delay and no later than 14 days after withdrawal, unless we have offered to collect them ourselves. The deadline is met if you send the goods before it expires. You bear the direct costs of returning goods if you were properly informed of this obligation before concluding the Contract and we have not agreed otherwise.

For bulky products, you may individually agree an appropriate return transport method with us; agreeing the method does not itself change who pays. A service visit to your premises is not a collection service for withdrawal. Different rules apply to claims and their costs, as set out in section 9.

If you cannot arrange return transport for bulky goods, you may ask us for an agreed collection. Availability depends on an individual agreement and the circumstances. The price is CZK 15 per agreed kilometre, including VAT. We will inform you in advance of the vehicle's starting point, the chargeable route and the total price, and collect only after you approve them. Depending on the circumstances, the vehicle may depart from one of our service locations. You may also use your own suitable transport.

This paid option concerns returns following withdrawal; we pay reasonably incurred costs associated with justified claims according to section 9. You arrange return transport yourself unless you agree a collection with us. Pack and secure the goods safely against transport damage. Depending on the goods and the

carrier's requirements, bulky products may require a suitable pallet and fastening. Absence of the original transport packaging or cage does not itself exclude the right of withdrawal.

8.5. Following withdrawal, we will refund all payments received under the Contract, including the original delivery costs, without undue delay and no later than 14 days after withdrawal. If you selected a delivery method other than the least expensive standard method we offered, we will refund delivery costs only up to the cost of that least expensive method. Personal collection does not count as a delivery method for this purpose.

We will refund using the original payment method unless you expressly agree to another method that does not cause you additional costs. We may withhold the refund until we receive the goods or evidence that you have sent them, whichever occurs first; this does not apply if we offered to collect the goods ourselves.

8.6. Subject to the exceptions above, you may inspect and test goods only as necessary to establish their nature, characteristics and functioning, as you would in a physical shop. If you test or use them beyond this and reduce their value, you are liable only for the actual reduction in value caused by handling beyond what was necessary to establish their nature, characteristics and functioning. We do not charge a flat fee for restoring goods to their original condition. For example, you may not cut labels off clothing or try running shoes outdoors or by running on a treadmill for an extended period.

8.7. Send or personally deliver the goods, including any gifts, to Lounská 891, 438 01 Žatec. Please do not send goods cash on delivery.

8.8. If we supplied a free gift with the goods, you must return it as well when withdrawing from the Contract.

9. Claims and liability for defects

Rules for claims

The consumer rules in this section apply to buyers who are consumers. If you buy goods in the course of your business or independent professional activity, your rights concerning defects are governed by the general provisions of the Civil Code and any expressly provided commercial guarantee. The consumer two-year period for defects to become apparent and the statutory 30-day period for resolving consumer claims do not automatically apply to such purchases.

9.1. We are responsible for ensuring that goods are free of defects when you receive them. In particular, the goods must:

- a) match the agreed description, type and quantity, as well as the agreed quality, functionality, compatibility, interoperability and other characteristics;
- b) be fit for the purpose you require and to which we have agreed;
- c) be supplied with the agreed accessories and instructions for use, including assembly or installation instructions where needed.

9.2. In addition to the agreed characteristics, we are responsible for ensuring that:

- a) the goods are fit for the purposes for which goods of that type are normally used, taking account of third-party rights, legislation, technical standards or, in their absence, industry codes of conduct;
- b) the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, correspond to those usual for goods of the same type that you may reasonably expect, including in view of public statements made by us or another person in the same contractual chain, particularly in advertising or labelling;
- c) the goods come with accessories, including packaging, assembly instructions and other instructions for use that you may reasonably expect;
- d) the quality or workmanship matches any sample or model we provided before concluding the Contract.

We are not responsible for these four requirements where we specifically informed you before concluding the Contract that a particular characteristic differed, and you expressly agreed to that difference when concluding the Contract.

9.3. If goods include software, we are also responsible for that software's functionality.

9.4. You may report a defect that becomes apparent within two years of receiving the goods. Expiry of that period does not itself prevent later reporting of a defect that became apparent during it; however, exercising rights is subject to limitation periods. We recommend reporting claims without undue delay. If a defect becomes apparent within one year of receipt, the goods are presumed to have been defective upon receipt, unless the nature of the goods or defect excludes this presumption.

9.5. We are also responsible for defects caused by incorrect assembly or installation carried out under the Contract by us or another person acting under our responsibility.

9.6. If you have justifiably reported a defect, the two-year period for exercising rights concerning defective goods does not run while you cannot use the goods, for example because they are with us during the claims procedure.

9.7. You do not have rights concerning a defect you caused yourself. Normal wear from ordinary use is not a defect.

9.8. For used goods, wear corresponding to their previous use is not a defect. The period during which a defect may become apparent may be reduced by agreement from two years to one year. This reduction applies only if agreed at the time of purchase; otherwise the two-year period applies.

How to submit a claim

9.9. You may submit a claim, for example, electronically to info@motoe.cz, or by letter or in person at Lounská 891, 438 01 Žatec. Please do not send goods cash on delivery, as this may prevent us from accepting them. This does not affect your right to submit a claim.

9.10. Allow us to assess and remedy the defect and, where necessary, provide the defective goods or the relevant part together with accessories needed to assess that particular defect. Acceptance of a claim does not depend on providing the original packaging or accessories unrelated to the defect. For battery claims, include the charger you use so we can check the complete charging system and the cause of the fault. If you cannot include it, contact us to agree the next steps.

Hand over machines for repair dry and free of heavy dirt. If excessive dirt prevents safe diagnosis or repair, we will not begin the service work until the necessary cleaning has been arranged, and we will notify you. You may clean the machine yourself or use a separate cleaning service, which may be charged only after you approve its scope and price. This does not affect acceptance of your claim or your statutory rights. Remedying a defect for which we are responsible is free of charge.

9.11. When submitting a claim, please provide the following. You can download a form [here](#).

- a) your contact details;
- b) a description of the defect, for example a strap that has torn off a backpack;
- c) your preferred remedy, for example a replacement backpack.

9.12. If goods are defective, you may request that the defect be remedied. You may choose:

- a) replacement with new goods free of defects; or
- b) repair,

unless your chosen remedy is impossible or disproportionately costly compared with the other remedy. In that case, you may use the other remedy. We may refuse to remedy a defect if both repair and replacement are impossible or disproportionately costly, taking account of the significance of the defect and the value of defect-free goods.

9.13. You may request a proportionate price reduction or withdraw from the Contract:

- a) if we refuse to remedy the defect or do not remedy it within a reasonable time after notification without significant inconvenience to you;
- b) if the defect recurs;
- c) if the defect constitutes a material breach of the Contract;
- d) if our statement or the circumstances make it clear that we will not remedy the defect within a reasonable time or without significant inconvenience to you.

9.14. You cannot withdraw from the Contract if the defect is insignificant.

9.15. You may exercise your rights concerning defects directly with us. However, if we or the manufacturer have designated another person to carry out repairs, such as a service centre located near us or closer to you, please report the defect to that designated repair provider.

9.16. Until we fulfil our obligations concerning the defect, you may withhold any unpaid purchase price or part of it.

Handling a claim

9.17. Unless another repair provider has been designated, such as a service centre, we must accept claims at any of our premises where this is possible in view of the range of products sold, or at our registered office.

9.18. When you submit a claim, we will issue an electronic acknowledgement stating the submission date, the subject of the claim, your requested remedy and your contact details so that we can notify you of its resolution.

9.19. We will resolve your claim, including remedying the defect, and notify you within 30 days of submission. We may agree a longer period with you. If we fail to meet the 30-day deadline, you may withdraw from the Contract or request a proportionate price reduction.

9.20. After resolving the claim, we will issue an electronic confirmation of the date and method of resolution, including confirmation of any repair and its duration, or written reasons for rejecting the claim.

9.21. We will take possession of the goods at our own expense to remedy a defect. Where your rights concerning defective goods are justifiably exercised, you are entitled to reimbursement of reasonably incurred costs, such as reasonable transport costs to and from the claims procedure. Request reimbursement without undue delay and provide evidence of the amount and purpose of the costs. If you do not request reimbursement within one month after the end of the period within which the defect must be reported, it may not be awarded if we raise an objection that the request was late.

9.22. Before first using certain goods, you must read any instructions we send electronically or with the goods and then follow them. Otherwise, incorrect use may damage the goods, and you may be unable to claim for the resulting defect under our liability for defects.

10. Other mutual rights and obligations

10.1. We handle your complaints through our contact email address and will send information about their resolution to your email address.

10.2. The authority competent for out-of-court resolution of consumer disputes arising from a purchase contract is the Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Praha 2, company registration number: 000 20 869, email: adr@coi.gov.cz, website: out-of-court resolution of consumer disputes (ČOI). Proceedings begin only at your request if the dispute cannot be resolved directly with us. You may submit your request no later than one year from the date you first exercised the relevant right with us.

10.3. Out-of-court dispute resolution does not restrict your right to take the matter to court.

10.4. We are authorised to sell goods under a trade licence. The competent trade licensing authority supervises our trading activities within its remit. The Office for Personal Data Protection supervises personal data protection. The Czech Trade Inspection Authority supervises, among other matters and within its defined remit, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

10.5. We may deliver all written correspondence to each other by email.

11. Final provisions

11.1. We process and protect your personal data in accordance with the law. All information you provide is confidential and treated accordingly. Information about personal data protection is available in a separate document here.

11.2. If any provision of these Terms is or becomes invalid or ineffective, it will be replaced by a provision whose meaning is as close as possible to that of the invalid provision. Invalidity or ineffectiveness of one provision does not affect the validity of the others.

11.3. All rights to our Online Store, particularly copyright in its content, including layout, photographs, films, graphics, trademarks, logos and other content and elements, belong to us. Copying, modifying or otherwise using the Online Store or any part of it without our consent is prohibited.

11.4. We are not liable for errors resulting from third-party interference with the Online Store or its use contrary to its intended purpose. You must not use methods that could adversely affect its operation or carry out activities that could enable you or third parties to interfere with or use its software or other components without authorisation. You must not use the Online Store, its parts or software contrary to their intended use or purpose.

11.5. We will email you confirmation of the concluded Contract. We archive the Contract, including these Terms, electronically, and it is not publicly accessible. If you need a copy, contact us and we will be happy to send it.

11.6. A model withdrawal form is attached to these Terms.

This version of the Terms is effective from 6 October 2026. Contracts concluded earlier are governed by the version in force when they were concluded.

Previous Terms and Conditions (Czech version, effective from 6 January 2023)

Withdrawal from the Contract within 14 days

To: RULYT s.r.o., Lounská 891, 438 01 Žatec, email: info@motoe.cz

I hereby give notice that I withdraw from my purchase contract for the goods specified below.

Buyer:

Name: _____

Address: _____

Telephone (optional): _____ Email: _____

Payments are refunded using the original payment method. Proposed alternative refund method (optional; subject to mutual agreement): _____

Bank account number / bank code (optional; complete only to agree a refund by bank transfer where this differs from the original payment method): _____

Invoice number (optional): _____

Order number: _____

Goods covered by the withdrawal: _____

Order date: _____ Date received: _____

Reason for withdrawal (optional):

For our information, you may select one of the following options, but you are not obliged to do so:

- ☐ I do not like the colour
- ☐ Unsuitable size
- ☐ Unsuitable material
- ☐ The goods look different from what I expected
- ☐ Late delivery
- ☐ Different goods delivered
- ☐ Other reason: _____

Date: _____

Buyer's signature (only when submitted on paper): _____