

## Terms and Conditions

These general terms and conditions ("**Conditions**") of **ROWINGO s.r.o.**, ID No.: 08715793, with registered office at Šumavská 2956/4, Severní Terasa, 400 11 Ústí nad Labem, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem under file No. C 44497, e-mail [info@rowingo.cz](mailto:info@rowingo.cz), telephone number +420605007987 ("**We**") shall regulate in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., Civil Code, as amended (the "**Civil Code**"), the mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or pursuant to a purchase contract (the "**Contract**") concluded through the E-shop on the [www.rowingo.cz](http://www.rowingo.cz) website (the "**E-shop**").

All information about the processing of your personal data is contained in the Personal Data Processing Policy, which can be found here: <https://www.rowingo.cz/gdpr/>.

The provisions of these Conditions form an integral part of the Contract. The Contract and Conditions are drawn up in the English language. We may unilaterally amend or supplement the Conditions. This provision does not affect any rights and obligations arising during the period of effectiveness of the previous version of the Conditions.

As You know, We primarily communicate remotely. Therefore, our Contract is also subject to the use of remote means of communication that allow us to agree with each other without the simultaneous physical presence of Us and You, and the Contract is thus concluded remotely in the E-shop environment, through the interface of the website ("**E-shop web interface**").

If any part of the Conditions contradicts what we have mutually agreed as part of the process of Your purchase on Our E-Shop, that particular agreement will take precedence over the Conditions.

### 1. SOME DEFINITIONS

- 1.1. **The Price** is the amount of money You will pay for the Goods;
- 1.2. **The Shipping Price** is the amount of money You will pay for the delivery of the Goods, including the cost of packing them;
- 1.3. **The Total Price** is the sum of the Price and the Shipping Price;
- 1.4. **VAT** is a value added tax according to the applicable legislation;
- 1.5. **The Invoice** is a tax document issued in accordance with the Act of Value Added Tax for the Total Price;
- 1.6. **The Order** is Your irrevocable proposal to enter into a Contract for the purchase of Goods with Us;
- 1.7. **You** are the person shopping on Our E-shop, legally referred to as the buyer;
- 1.8. **Goods** are everything You can buy on the E-shop.

### 2. GENERAL PROVISIONS AND INSTRUCTIONS

- 2.1. Purchase of the Goods is only possible via the E-shop web interface.

2.2. When purchasing Goods, it is Your responsibility to provide Us with all information correctly and truthfully. We will therefore consider the information You have provided to Us when ordering the Goods to be correct and truthful.

### **3. CONCLUSION OF THE CONTRACT**

3.1. The Contract with Us can only be concluded in the English language.

3.2. The Contract is concluded remotely via the E-shop, with the cost of using remote means of communication being borne by You. However, these costs do not differ in any way from the basic rate You pay for the use of these means (i.e. in particular for access to the internet), so You do not have to expect any additional costs charged by Us beyond the Total Price. By submitting an Order, You agree to Our use of remote means of communication.

3.3. In order for Us to conclude the Contract, You must create an Order proposal on the E-shop. This proposal must include the following information:

- a) information about the Goods You are purchasing (on the E-shop You mark the Goods You are interested in purchasing with the "**Add to Cart**" button);
- b) information about the Price, the Shipping Price, the method of payment of the Total Price and the desired method of delivery of the Goods; this information will be entered as part of the creation of the Order proposal within the E-shop user interface, while the information about the Price, the Shipping Price and the Total Price will be given automatically based on the Goods and the method of delivery chosen by you;
- c) Your identification and contact details to enable Us to deliver the Goods, in particular Your name, surname, delivery address, telephone number and e-mail address.

3.4. During the creation of the Order proposal, You can change and check the data until its creation. After checking by pressing the "**Order and pay**" button, the Order will be created. Before pressing the button, however, You must confirm that You have read and agreed to these Conditions, otherwise You will not be able to create the Order. The checkbox is used to confirm and agree. After pressing the "**Order and pay**" button, all the completed information will be sent directly to Us.

3.5. We will confirm Your Order as soon as possible after it is delivered to Us by a message sent to Your e-mail address specified in the Order. The confirmation will include a summary of the Order and these Conditions. The Conditions as in force on the date of the Order form an integral part of the Contract. Confirmation of the Order does not constitute a Contract between Us and You, it is merely confirmation that We have received Your Order in good order.

3.6. After We automatically confirm the receipt of Your Order, We will send You another e-mail message within 5 working days to confirm Your Order. This confirmation will conclude the Contract.

3.7. There may be cases where We are unable to confirm Your Order. In the event that there is any reason why We cannot confirm the Order, We will contact You and send You an offer to enter into the Contract in an amended form from the Order. The Contract is then concluded when You confirm Our offer.

3.8. In the event that an obviously incorrect Price is indicated in the E-shop or in the Order proposal, We are not obliged to deliver the Goods to You at that Price even if You have received confirmation of the Order

and therefore the Contract has been concluded. In such a situation, We will contact You immediately and send You an offer to enter into a new Contract in an amended form compared to the Order. The new Contract is then concluded when You confirm Our offer. In the event that You do not confirm Our offer even within 3 days of sending it, We shall be entitled to withdraw from the concluded Contract. An obvious error in the Price is considered to be, for example, a situation where the Price clearly does not correspond to the usual price at other retailers or where a digit is missing or redundant.

- 3.9. In the event that the Contract is concluded, You are obliged to pay the Total Price.
- 3.10. Within the E-shop, You can also find Goods that are marked as "pre-order". These are Goods that are not yet available and that We will not be able to deliver to You until some time after the conclusion of the Contract. However, nothing changes in the ordering process, You are obliged to pay the Total Price and We are obliged to deliver the Goods, only the delivery time is uncertain in this case. However, We will inform You of the provisional delivery time both when You submit Your Order and on an ongoing basis prior to delivery of the Goods. We reserve the right to change the characteristics of such Goods, and We will inform You of the change by e-mail or telephone and You may cancel Your pre-order based on this additional information within 7 days of receiving the clarifying information.
- 3.11. In some cases, We allow You to take advantage of a discount on the purchase of Goods. In order for the discount to be granted, You must fill in the details of the discount in the predefined field within the Order proposal. If You do so, the Goods will be provided to You at a discount.

#### **4. PRICE AND PAYMENT TERMS, RESERVATION OF TITLE**

- 4.1. The Price is always indicated in the E-shop, in the Order proposal and of course in the Contract. In the event of a discrepancy between the Price stated for the Goods within the E-shop and the Price stated in the Order proposal, the Price stated in the Order proposal shall apply. Within the Order proposal, the Shipping Price is also indicated, or You are informed that the conditions under which shipping is free of charge have been met.
- 4.2. The total price is inclusive of VAT and all other fees stipulated by law.
- 4.3. Payment of the Total Price will be required from You after the conclusion of the Contract and before delivery of the Goods. You may make payment of the Total Price in the following ways:
  - a) By bank transfer. We will send You the information for making the payment as part of the Order confirmation. In the case of payment by bank transfer, the Total Price is due within **5 days for Goods that are in stock and 7 days before dispatch of the Goods in the case of pre-orders or Goods for which we require payment of a deposit.**
  - b) By card online. In this case, payment is made through the payment gateway STRIPE, and payment is subject to the terms and conditions of this payment gateway, which are available at <https://stripe.com/en-cz/legal/consumer>. In the case of payment by credit card online, the Total Price is due within **3 days for Goods that are in stock and 7 days before shipment of the Goods in the case of pre-orders or Goods for which we require payment of a deposit.**
  - c) **Cash on delivery. In this case, the Total Price is due upon acceptance of the Goods.**

- 4.4. In the case of Goods for which We require a deposit, We will always notify You of the obligation to pay the additional price by e-mail.
- 4.5. The invoice will be issued electronically after payment of the Total Price and will be sent to Your e-mail address. The invoice will also be physically attached to the Goods.
- 4.6. Ownership of the Goods shall pass to You only after You have paid the Total Price and accepted the Goods. In the case of payment by bank transfer, the Total Price is paid by crediting Our account, in other cases, it is paid at the time of payment.
- 4.7. In the event that the subject of the Contract are Goods that have been marked as "pre-order", We will require You to pay a deposit. We will always notify You of the obligation to pay the deposit as part of the ordering process. This deposit covers the cost of procuring for You Goods that are not yet available, or covers the cost of developing such Goods. Therefore, in the event that You do not subsequently accept the Goods or terminate the Contract after its conclusion without breach by Us, We shall be entitled to retain a part of the deposit, up to 30% of the Price, to cover the aforementioned costs.
- 4.8. We may also require an advance payment if the subject of the Contract are Goods which will be made to Your specifications or Goods which We will only start to manufacture under the Contract with You. Typically, these will be Our rowing machines. We will always notify You of the obligation to pay a deposit as part of the ordering process. This deposit will cover the costs associated with the preparation of the Goods to Your specifications or the production of the Goods which We will commence on the basis of Your Order. Therefore, in the event that You do not subsequently accept the Goods or terminate the Contract after its conclusion without breach by Us, We shall be entitled to retain part of the deposit, up to 50% of the Price, to cover the aforementioned costs.
- 4.9. As regards the amount of the deposit, it will always be at least 50% of the price of the Goods to which the obligation to pay the deposit applies. However, as part of the ordering process You may choose to pay Us a larger deposit. As We greatly appreciate the trust You have placed in Us, We wish to repay you for this trust. Therefore, if You provide Us with a larger deposit, We will in return provide You with a discount on the Goods, depending on how much larger the deposit You provide Us with is. The specific amount of the discount associated with the provision of a larger deposit will always be indicated as part of the ordering process in the E-Shop web interface, prior to the completion of the Order. You will therefore know exactly what the amount of the discount will be before the conclusion of the Contract. This discount is then binding on Us.

## **5. DELIVERY OF THE GOODS, TRANSFER OF RISK OF DAMAGE TO THE GOODS**

- 5.1. The Goods will be delivered to You via the shipping company of Our choice, but the specific carrier will always be notified to You.
- 5.2. The delivery time of the Goods always depends on their availability. The estimated time of delivery of the Goods will be communicated to You in the Order confirmation in accordance with Article 3.6 of the Conditions. The time stated on the E-shop is indicative only and may differ from the actual delivery time. The Goods will be delivered within 30 days from the date of conclusion of the Contract, unless otherwise agreed, and in the event that a delivery time longer than 30 days is indicated within the E-shop web interface, You agree to this delivery time by ordering the Goods. If the subject of the Contract is a rowing

machine, the delivery period is always 3 months, as We start to prepare those Goods only after the conclusion of the Contract and we prepare those directly for You, so this preparation is time-consuming.

- 5.3. In the event that the delivery date is longer than 30 days, and this fact has not been stated within the E-shop web interface or in the Conditions, We will inform You and You must agree to this extension. However, in this case, You have the right to withdraw from the Contract and We will return to You any payment We have received from You. However, the right of withdrawal will cease if We mutually agree a new date. We also have this right of withdrawal.
- 5.4. In the event that the subject of the Contract are Goods marked as "pre-order", You agree that the delivery time is always indicative only with respect to the nature of such Goods and therefore Articles 5.2 and 5.3 of the Conditions do not apply. We will advise You of the exact time of delivery when the Goods are available, in the event that We subsequently fail to meet this time, You may proceed in accordance with Article 5.3 of the Conditions.
- 5.5. Upon acceptance of the Goods from the carrier, it is Your obligation to check the integrity of the packaging of the Goods and in the event of any defects, to notify the carrier and Us immediately. In the event that there is any defect in the packaging which is indicative of tampering and entry into the shipment, it is not Your duty to accept the Goods from the carrier.
- 5.6. In the event that You breach Your obligation to accept the Goods, except in accordance with Article 5.5 of the Conditions, this shall not result in a breach of Our obligation to deliver the Goods to You. At the same time, Your failure to accept the Goods shall not constitute a withdrawal of the Contract between Us and You. However, in such a case We shall have the right to withdraw from the Contract on the grounds of Your material breach of the Contract. If We decide to exercise this right, the withdrawal is effective on the date We deliver the withdrawal to You. Withdrawal from the Contract shall not affect any claim for payment of the Shipping Price or any claim for damages, if any.
- 5.7. If, for reasons arising on Your side, the Goods are delivered repeatedly or in a different manner than agreed in the Contract, it is Your obligation to reimburse Us for the costs associated with such repeated delivery. The payment details for payment of these costs will be sent to Your e-mail address set out in the Contract and are payable 14 days from receipt of the e-mail.
- 5.8. The risk of damage to the Goods passes to You when You accept them. In the event that You do not accept the Goods, except in accordance with Article 5.5 of the Conditions, the risk of damage to the Goods shall pass to You at the time when You had the opportunity to accept the Goods but for reasons beyond Our control did not accept. The transfer of the risk of damage to the Goods means that from that moment on You bear all consequences related to the loss, destruction, damage or any deterioration of the Goods.

## **6. RIGHTS FROM DEFECTIVE PERFORMANCE**

- 6.1. We warrant that at the time the risk of damage to the Goods passes under Article 5.8 of the Conditions, the Goods are free from defects, in particular that:
  - a) conforms to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
  - b) is suitable for the purpose for which you require them and to which we agree,

- c) are supplied with the agreed accessories and instructions for use, including instructions for use (if necessary),
- d) are suitable for the purpose for which the goods of that kind are normally used, having regard also to the rights of third parties, legislation, technical standards or codes of conduct of the industry, where there are no technical standards,
- e) in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, corresponds to the usual characteristics of goods of the same kind that you can reasonably expect, even taking into account public statements made by Us or another person in the same contractual chain, in particular advertising or labelling,
- f) are supplied with accessories, including packaging, instructions and other manuals for use that You can reasonably expect, and
- g) corresponds in quality or workmanship to the sample or specimen We provided to You prior to the conclusion of the contract (if provided, which is not Our responsibility).

Paragraphs (d) to (g) do not apply if We notify You prior to the conclusion of the Contract that a feature of the Goods is different and You have expressly agreed to this when concluding the Contract.

6.2. The rights and obligations regarding the rights from defective performance are governed by the relevant generally binding legal regulations, in particular the provisions of § 1914 to 1922, § 1924, § 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code, and if the Buyer is a consumer, by Act No. 634/1992 Coll., Consumer Protection Act, as amended.

6.3. In the event that the Goods are defective, i.e. in particular if any of the conditions under Article 6.1 of the Conditions are not met, You may notify Us of such defect and exercise the rights arising from the defective performance (i.e. complain about the Goods) by sending an e-mail or letter to Our addresses listed in Our identification data, by telephone or in any other demonstrable way. You may also use the sample form provided by Us for making a complaint, which is attached as Annex 1 to the Conditions. In exercising the right from defective performance, You must choose how You wish to resolve the defect. We will settle the complaint in accordance with the right from defective performance You have exercised.

6.4. If the Goods are defective, You have the following rights:

- a) for delivery of new Goods without defect,
- b) to remove the defect by repairing the Goods,

and You can choose the method that is appropriate in Your case. You do not have the right to request a method of resolving the defect that is impossible or disproportionately expensive compared to the other method. In the event of such a choice, We have the right to refuse to remedy the defect or to choose the second method of remedying the defect. In the event that the subject matter of the Contract is the delivery of Our rowing machine, We have agreed that We will primarily resolve defects by repair, except where such repair is not objectively possible, and in view of the specifics of the Goods, where delivery of new Goods is significantly more costly and also more time consuming, as We will always commence production of the Goods only on the basis of the Contract.

6.5. In the event that:

- a) We refuse to remedy the defect (for reasons other than those set out in Article 6.4 of the Conditions) or fail to remedy it within a reasonable time after the defect has been identified,
- b) the defect appears repeatedly,
- c) the defect is a material breach of the Contract,
- d) We declare that the defect will not be remedied within a reasonable time or without significant inconvenience to you,

You have the following rights:

- a) the right to a reasonable discount on the Price,
- b) the right to withdraw from the Contract.

6.6. You may not withdraw from the Contract or request delivery of a new item unless You can return the Goods in the condition in which You received them. This does not apply in the following cases:

- a) if the condition of the Goods has changed as a result of an inspection to detect a defect,
- b) if the Goods were used before the defect was discovered,
- c) unless the impossibility of returning the Goods in their unaltered condition was caused by Your act or omission,
- d) if the Goods have been sold, consumed or altered by You in the ordinary course of use before the defect was discovered; however, if only part of the Goods have been sold, consumed or altered, it is Your obligation to return the part of the Goods that can be returned, in which case You will not be refunded the part of the Price corresponding to Your benefit from the use of the part of the Goods.

6.7. The moment of filing a complaint is the moment when We received the complaint from You. After the complaint has been made, We will issue You with a written confirmation of when You exercised the right, what is the content of the complaint, what method of handling the complaint You require and the contact details to which We will notify You of the outcome of the complaint. In some cases, in order for Us to process the complaint properly, You must send Us the Goods for Our assessment. If the Goods are not delivered to Us, the complaint cannot be processed and the time within which We must process the complaint will be extended by the time of Your delay. If, as a result of the non-delivery, We cannot examine the Goods, this may also be a reason for not accepting the alleged defect and therefore the complaint.

6.8. Within 5 days of receipt of the complaint, We will confirm to Your e-mail address that We have received the complaint, when We received it and the expected duration of the complaint handling. We will deal with the complaint without undue delay, but no later than 30 days from its receipt, including sending the information to Your e-mail address on the confirmation of the complaint. The time limit may be extended by mutual agreement. If the time limit expires in vain, You may withdraw from the Contract or claim a reasonable discount.

- 6.9. We will inform You about the handling of the complaint by e-mail. If the complaint is justified, You will be entitled to a refund of the costs reasonably incurred. You are obliged to provide proof of these costs, e.g. receipts or shipping receipts. In the event that the defect has been rectified by the delivery of new Goods, it is Your responsibility to return the original Goods to Us, but the cost of such return will be borne by Us. After the complaint has been settled, We will issue You with a written confirmation of the date and manner of settlement of the complaint, including confirmation of the repair and the duration of the repair, or a written justification for rejecting the claim.
- 6.10. If You are a business customer, it is Your responsibility to notify and complain about the defect without undue delay after You could have discovered it, but no later than three days after receipt of the Goods. In case You are a business customer, We have the right to choose the solution of the right from defective performance.
- 6.11. If You are a consumer, You have the right to exercise Your rights from defective performance for defects that occur in consumer Goods within two years of acceptance of the Goods. If the defect manifests itself within one year of the acceptance, the Goods shall be deemed to have been defective upon receipt.
- 6.12. The provisions on the right from defective performance do not apply in the case of:
- a) Goods that are sold at a lower Price, for the defect for which the lower Price was agreed,
  - b) wear and tear of the Goods caused by their normal use,
  - c) used Goods for a defect corresponding to the level of use or wear and tear that the Goods had when You accepted them,
  - d) where the nature of the Goods so requires.

## **7. WITHDRAWAL FROM THE CONTRACT**

- 7.1. Withdrawal from the Contract, i.e. termination of the contractual relationship between Us and You from its inception, may occur for the reasons and in the ways specified in this Article or in other provisions of the Conditions in which the possibility of withdrawal is expressly stated.
- 7.2. In case You are a consumer, i.e. a person purchasing the Goods outside the scope of Your business activity, You have the right to withdraw from the Contract without giving any reason within 14 days from the date of delivery of the Goods in accordance with the provisions of § 1829 of the Civil Code. In case We have concluded a Contract, the subject of which are several types of Goods or delivery of several parts of the Goods, this period shall begin on the date of delivery of the last part of the Goods, and in case We have concluded a Contract, on the basis of which We will deliver the Goods to You regularly and repeatedly, it shall begin on the date of delivery of the first delivery. You may withdraw from the Contract by any demonstrable means (in particular by sending an e-mail or letter to Our address as set out in Our identification details). You may also use the model form provided by Us for withdrawal, which is attached as Annex 2 to the Conditions.
- 7.3. However, even as a consumer, You may not withdraw from the Contract in cases where the subject matter of the Contract is:
- a) delivery of Goods made according to Your requirements or adapted to Your personal needs, especially in the case of rowing machines



- b) urgent repairs or maintenance to be carried out at a place designated by You at Your express request; this does not apply to the carrying out of repairs other than those requested or the supply of goods other than spare parts necessary for the repair or maintenance,
  - c) delivery of Goods in sealed packaging which, for health or hygiene reasons, should not be returned after You have opened the package.
- 7.4. The withdrawal period under Article 7.2 of the Conditions shall be deemed to have been observed if You send Us a notice that You withdraw from the Contract during the withdrawal period.
- 7.5. In the event of withdrawal from the Contract, the Price (and any other payments received from You, including the Shipping Price, except for any additional costs incurred as a result of Your choice of delivery method other than the cheapest standard delivery method) will be refunded to You without undue delay, but no later than 14 days from the effective date of withdrawal, to the account from which it was credited or to the account selected in the withdrawal. However, the amount will not be refunded until You have returned the Goods to Us or proved that they have been sent to Us.
- 7.6. In the event of withdrawal from the Contract pursuant to Article 7.2 of the Conditions, You are obliged to return the Goods to Us within 14 days of withdrawal and You shall bear the costs of returning the Goods to Us, provided that the cost of returning the Goods may be equal to the amount of the Shipping Price You paid when You purchased the Goods. You are, in turn, entitled to have Us refund the Shipping Price of the Goods to You, but only in an amount equivalent to the cheapest delivery method offered by Us for delivery of the Goods. In the event of withdrawal due to a breach of the Contract by Us, We shall also pay the costs of returning the Goods to Us, but again only up to the amount of the Shipping Price corresponding to the cheapest delivery method offered by Us for delivery of the Goods.
- 7.7. You shall be liable to Us for damages in cases where the Goods are damaged as a result of Your handling them in a manner other than that necessary for You to become familiar with the nature, characteristics and functionality of the Goods. In such a case, We will charge You for the damage caused after the Goods have been returned to Us and the amount charged is due within 14 days. If We have not yet refunded the Price to You, We shall be entitled to set off the claim for costs against Your claim for reimbursement of the Price.
- 7.8. We shall be entitled to withdraw from the Contract at any time before We deliver the Goods to You if there are objective reasons why the Goods cannot be delivered (in particular, reasons on the part of third parties or reasons based on the nature of the Goods). We may also withdraw from the Contract if it is clear that You have deliberately provided incorrect information in the Order.
- 7.9. If You purchase the Goods in the course of Your business, i.e. as an entrepreneur, We are entitled to withdraw from the Contract at any time, even without giving any reason.

## **8. CONSUMER DISPUTE RESOLUTION**

- 8.1. We do not have any codes of conduct in relation to You within the meaning of Section 1820 (1) (n) of the Civil Code.
- 8.2. If You are a consumer, We handle Your complaints via the electronic address [info@rowingo.cz](mailto:info@rowingo.cz). We will send information about the handling of Your complaint to Your electronic address.

- 8.3. The Czech Trade Inspectorate, with its registered office at Štěpánská 44, 110 00 Prague 1, ID No.: 000 20 869, internet address: <http://www.coi.cz>, is competent for the out-of-court settlement of consumer disputes arising from the Contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes arising from the Contract concluded between Us and You by electronic means.
- 8.4. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer online dispute resolution).

## 9. FINAL PROVISIONS

- 9.1. If Our legal relationship with You contains an international element (for example, We will ship goods outside the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if You are a consumer, Your rights under consumer protection legislation are not affected by this agreement.
- 9.2. All written correspondence with You will be delivered by e-mail. Our e-mail address is listed next to Our identifying information. We will deliver correspondence to Your e-mail address set out in the Contract or through which You have contacted Us.
- 9.3. The Contract may only be amended by written agreement between us. However, We are entitled to amend these Conditions, but such amendment will not affect existing Contracts, but only Contracts entered into after the amendment becomes effective. However, We will only notify You of the change if We are to supply the Goods to You on a regular and recurring basis under the Contract. We will send You information about the change to Your e-mail address at least 14 days before the change takes effect. If We do not receive notice from You within 14 days of sending You information about the change, the new conditions will become part of our Contract and will apply to the next supply of Goods after the change takes effect. The notice period in the event that You give notice is 2 months.
- 9.4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures, etc.), We shall not be liable for damages caused as a result of or in connection with the force majeure, and if the force majeure lasts for more than 10 days, We and You shall have the right to withdraw from the Contract.
- 9.5. A sample complaint form and a sample withdrawal form are attached to the Conditions.
- 9.6. The Contract, including the Conditions, is archived electronically with Us but is not accessible to You. However, You will always receive these Conditions and the Order confirmation with a summary of the Order by e-mail and You will therefore always have access to the Contract without Our involvement. We recommend that You always save the Order confirmation and the Conditions.
- 9.7. These Conditions shall take effect on **4.3.2024**.

### ANNEX 1 - COMPLAINT FORM

**Addressee:** ROWINGO s.r.o., ID No.: 08715793, with registered office at Šumavská 2956/4, Severní Terasa, 400 11 Ústí nad Labem

#### Filing a complaint

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Goods that are claimed:	
Description of defects of Goods:	
Suggested method for settling the complaint, if applicable, indicating the bank account number for providing the discount:	

At the same time, I ask for a confirmation of the complaint, stating when I exercised this right, what is the content of the complaint together with my claim, including the date and method of settlement of the complaint.

Date:

Signature:

**ANNEX NO. 2 - WITHDRAWAL FORM**

**Addressee:**     **ROWINGO s.r.o.**, ID No.: 08715793, with registered office at Šumavská 2956/4, Severní Terasa, 400 11 Ústí nad Labem

**I hereby declare that I withdraw from the Contract:**

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Specification of the Goods to which the Contract relates:	
The method for reimbursement of the funds received, including, where applicable, the bank account number:	

If the buyer is a consumer, he/she has the right, in case he/she ordered the goods through the e-shop **ROWINGO s.r.o.**, ID No.: 08715793, with registered office at Šumavská 2956/4, Severní Terasa, 400 11 Ústí nad Labem ("**Seller**") or with use of other remote means of communication, except for the cases referred to in § 1837 of Act No. 89/2012 Coll., Civil Code, as amended, and in Article 7.3. of the Seller's Terms and Conditions, to withdraw from the already concluded purchase contract within 14 days from the date of acceptance of the goods, without giving any reason and without any penalty. The buyer shall notify the seller of such withdrawal in writing to the address of the Seller's business premises or electronically to the e-mail specified on the sample form or in another demonstrable manner.

If the buyer, who is a consumer, withdraws from the purchase contract, he/she shall send or hand over to the Seller without undue delay, no later than within 14 days of withdrawal from the purchase contract, the goods received from him.

If the buyer, who is a consumer, withdraws from the purchase contract, the Seller shall return to him without undue delay, no later than within 14 days of withdrawal from the purchase contract, all funds (purchase price of the delivered goods), including delivery costs, which he received from him under the purchase contract, in the same way. If the buyer has chosen a delivery method other than the cheapest method of delivery offered by the Seller, the Seller shall reimburse the Buyer for the delivery costs only in the amount corresponding to the cheapest method of delivery offered. The Seller shall not be obliged to return the funds received to the buyer before the buyer has handed over the goods to the Seller or proved that it has dispatched the goods to the Seller.

Date:

Signature: