

Warranty Policy for Mudhugger Europe Online Store

Online Store: www.themudhugger.eu
Company: Singltrek Distribuce s.r.o.
Registered Address: Mechová 17
466 04 Jablonec nad Nisou
Czech Republic
ID No.: 47785047
Eur VAT No.: CZ 47785047
Email: sales@themudhugger.eu

The Warranty Policy has been prepared in accordance with Czech Law No. 40/1964 Coll., Civil Code, as amended, and Act No. 634/1992 Coll., On Consumer Protection, as amended, and applies to goods purchased at the www.themudhugger.eu online store. The seller is Singltrek Distribuce s.r.o. with Registered Address Mechová 17, 466 04 Jablonec nad Nisou, Czech Republic, Identification number: 47785047, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section C, File 4203 (hereinafter referred to as "Seller"). By accepting the goods from the carrier or at the post office the buyer agrees with this Warranty Policy.

1. General Warranty Conditions

The buyer has the right to claim a warranty if the purchased goods develops a defect within the warranty period. A defect means a change in properties of products, the cause of which is the use of unsuitable or poor-quality manufacturing materials, technology failure, use of inappropriate technology or improper construction. A change in properties of the product occurring during the warranty period due to its wear and tear, misuse, inadequate or improper maintenance or due to natural variations in the materials from which the goods are manufactured, as a result of any damage by the buyer or a third party or other improper intervention is not considered a defect. Liability for defects occurring within the warranty period expires if they are not claimed during the warranty period.

2. The Warranty Period

The warranty period is 24 months from the moment of delivery of the goods.

The period starting with the warranty claim from the buyer and ending with the buyer having to accept the goods back does not count as part of the warranty period. If the case of exchange of the goods for new product, the warranty period starts over again. The same applies if an exchange components to which a warranty was granted. The warranty period cannot be confused with the durability of the goods, ie. the time for which the goods lasts



thanks to proper use and care and due to its characteristics, purpose and differences in the intensity of use.

3. Warranty Claim

The place for claiming the warranty are the business premises of the seller. The buyer may apply the claim in person or by sending goods by mail or a courier. The buyer is obliged to claim the warranty without undue delay immediately after the defect occur so that that warranty claim can be properly assessed and settled. Furthermore, the buyer shall specify how the defect manifests itself, and choose which option of the liability for defects he wishes to claim.

Once the buyer chooses the option of the liability for defects, eg. removal of the defect or a discount, he is bound by the choice unless otherwise agreed with the seller. The buyer is obliged to prove that his claim to the settlement of the complaint is justified, especially that he purchased the goods from the seller and when he has purchased it.

In case of sending the goods by courier a copy of the purchase receipt should be attached. Claims shall be deemed to be valid if the claimed goods is complete and all necessary documents are provided. When sending defected goods for warranty, the buyer is obliged to provide the goods complete and in packaging material suitable for the requirements of the delivery method.

The seller is not obliged to accept goods for warranty if it is not properly packed and delivered together with all supplied components or accessories. Goods will be accepted for warranty only if it is properly cleaned. To accelerate the communication the seller asks the buyer to label the parcel containing the goods and the aforementioned purchase receipt marked as "Mudhugger –Warranty Claim" and further to provide adequate contact information, especially postal address and email address. The seller does not accept no cash on delivery parcels.

4. Complaint settlement

When the buyer apply the right from liability for defects in the goods sold in an orderly manner, the seller is obliged to decide on a claim immediately, in complicated cases within three (3) working days. This period, however, not include the time required for expert assessment of the defect.

Complaints, including the removal of defects must be settled without undue delay and not later than thirty (30) days from the date of claim, unless the seller and buyer agree on a longer period. If no settlement of a claim within this period, the purchaser has the same rights as if it were a removable defect.

About when was the right from liability for damages claimed, what the content of the complaint and what method of claim handling buyer requests, as well as repair and its duration, or a method of handling complaints (including any written justification for rejecting the claim), is issued by the seller to the buyer written

Company:

Bike Evolution s.r.o.

Na Pankráci 1724/129

140 00 Praha 4 - Pankrác

Shop:

Mudhugger EU HQ

Singltrek pod Smrkem

Plovárenská 1056

463 65 Nové Město pod Smrkem

Contact:

Mgr. Tomáš Kvasnička, MA

Gsm: + 420 604 276 019

sales@themudhugger.eu

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confirmation.

If the goods were sent by courier, will be processing automatically sent to the buyer's address.

5. Removable defects

As removable defects are such defects that can be repaired to remove without compromising the look, function and quality of goods and repair works can be done properly in time. The deadline for defect removal must not exceed thirty (30) calendar days, respectively longer, on which both sides agreed. Assessment of the character of the defect belongs to the seller. The seller is obliged to provide free of charge and without undue delay to the state corresponding to the purchase agreement, according to the buyer requirement. The buyer is thus primarily the right to have the defect was free, fair and timely removed. If this is not due to the character of the defect disproportionate, the buyer may require the exchange of goods, or, if it concerns only part of the defect, then just exchange the claimed components. If you do not repair the defect or exchange of goods possible, the buyer may request a reasonable discount from the price of the goods or withdraw from the contract.

6. Unrecoverable defects

Unrecoverable defect is such a defect that can not be removed or its removal has been carried out within the aforementioned period of thirty (30) days, respectively within a period even longer, on which both sides agreed. In the case that defect causes that the goods can not be used properly as a goods without defect, the buyer has the right to require the exchange of goods for new flawless or withdraw from the contract. Even in the case of removable defects the buyer has the right to exchange goods or to withdraw from the contract, if is it impossible because of the repeated occurrence of removable defect or a greater number of removable defects goods can not be properly used. The repeated occurrence of the defect after repair goes if the same defect that was under warranty for at least twice removed, occurs again. Higher number of defects suffers the goods when, during the time of a claim has at least three removable defects.

In case, that kind of unrecoverable defect does not prevent proper use of goods as the goods without defects (eg. Aesthetic defects) and the buyer does not require the exchange of goods, he still has the right to a reasonable discount on the purchase price or cancel the contract. In process of providing discounts, is considered the character of the flaws, the degree and manner of wear and tear, the length of its use and the possibilities for further use.

7. Conflicts with the contract

In the event that the goods delivered to the buyer is not in conformity with the contract, the seller shall without delay bring goods into corresponding purchase contract, according to buyers requests, either repair or replacement. If this is not possible, the buyer is entitled to reasonable contract or withdraw from the contract. The buyer is obliged the goods properly and thoroughly check and inspect. In the event that is found products defect or finds another contradiction with the order, he is obligated to promptly notify the seller.

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Conflict with the contract, which will take effect within six months from delivery of the goods is considered a contradiction existing in its takeover, if not in the nature of the goods or unless proven otherwise. This does not apply if the buyer of the goods contrary to the contract knew or conflict with the contract he has caused. Conflict with the contract, which is reflected in the remaining 18 months are dealt with methods set out in Articles 1. to 6. Of this warranty policy.

8. Withdrawal from the contract

Terms and realization of withdrawal from the contract is made in terms of business www.themudhugger.eu dated March 4, 2014.

9. Final provisions.

The Complaints Regulations come into force on March 4, 2014. Evolution Bike Company Ltd.

We reserve the right to change the claims code.

Bike Evolution Ltd.

In the Nové Město pod Smrkem on March 4, 2014.

Conditions can be changed! Valid until the date of the new edition!

All requirements can be applied at premises:

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