



DEVS General Terms and Conditions

Effective from and last updated 1 January 2022

Applicable in the European Union ("The Territories")

1. Scope

1.1. These terms and conditions (the "**Terms**") refer to all sales by Rocketman s.r.o. (referred to herein as the "**Company**") and shall comprise a part of all Agreements and shall be applicable to all Product sales (the "**Product**") and related Services, actions and legal transactions between the Company as a seller and You through subject matter displayed by the Web pages situated under domain www.devs.bike (the "**Site**").

1.2 References to "Client", "You" or "Your" mean the buyer of the Product displayed on the Site, references to "DEVS", "We", "Us" or "Our" refer to the Company.

1.3 An "**Agreement**" means any and every agreement entered into in writing between the Company and a Client including these Terms, and any amendment thereto.

1.4 An "**Order**" means any order issued by a Client to DEVS in any form whatsoever.

1.5 By entering into this Agreement You hereby confirm that You wish to buy a Product from Us on these Terms.

1.6 This Agreement is only valid and enforceable in the Territories.

1.7 The Site and our commercial enterprise may change from time to time. We reserve the right to modify these Terms at any time and from time to time without prior announcement, and such changes will refer to Your purchase transaction if You place such an order after the date of last change (date indicated at the head of these Terms).

1.8 The contact information relevant to the Client that relates to the identity of the Company: Rocketman s.r.o., Trojanova 343/16, 120 00 Prague, Czech Republic, contact mail@devs.bike.

2. Prices & Acceptance

2.1 All DEVS's prices are in EUR/CZK unless expressly stated otherwise. Insofar as prices are stated in other currency than EUR/CZK, then such statement of price is deemed to be based on the EUR/CZK equivalent of such price at the date that the price statement was made. Prices are exclusive of value added tax or any other sales tax. Costs of packing and dispatch, import and export duties and taxes and any other surcharges, levies or taxes imposed or charged in respect of the Product(s) and the transportation thereof shall be for the Client's account. Prior to delivery, any change of factors having an impact on the prices of DEVS, including but not limited to rates of third parties, currency exchange rates, insurance rates, import and export duties and any other charges payable upon importation or exportation, freight charges and other charges, levies or taxes, may be



charged on to Client by DEVS. We may reject Your order (without liability) if We are incapable of processing or carrying it out for any reason.

2.2 A quotation or (price) offer shall not be binding on DEVS and shall qualify only as an invitation to the Client to place an Order. An Agreement shall only come into effect to the extent DEVS accepts an Order from the Client in writing or if DEVS executes an Order or other writing ("**Acceptance**"). If - at the request of the Client - DEVS carries out any work for a Client before an Agreement is effective, the Client shall remunerate DEVS therefore in accordance with DEVS's customary rates payable upon receipt of an invoice.

2.3 The price payable for the Product is that in force at the time of Acceptance, unless otherwise explicitly agreed. Prices may be shown on the Site or an order acknowledgement but the definitive price in the event of any discrepancy, is the price that is stated on our Acceptance.

2.4 We have the right at any time before the date of shipment to revise prices to take into account increases in expenses including, without restriction, costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any fluctuation in exchange rates. We also reserve the right to advise You of any mistakes in the Product descriptions or errors in pricing prior to the Product's shipping. In such an event, if You choose to continue with the supply of Your order, You accept that the Product will be provided in accordance with such altered description or corrected price. Otherwise, You may cancel Your order and demand a refund in accordance with our **Cancellation Policy**. See article 3 for additional details.

2.5 Unless otherwise specified, prices stated are exclusive of: (i) the costs of shipping or carriage to the agreed point of delivery; and (ii) VAT and any other tax or duty which (where applicable) must be added to the amount due. You consent to pay for taxes, shipping or carriage of the Product when You submit Your order.

2.6 Irrespective of the actual delivery date, the title to the Product(s) shall not be transferred to the Client until it has paid DEVS the sum outstanding in respect of the Product(s) in full, including the purchase price, any surcharges, interest, taxes and costs payable pursuant to the Terms or an Agreement and any services rendered or to be rendered in respect of the Product(s).

2.7 The Client shall not be entitled to claim any compensation in the event of an overdue delivery period. Neither shall the Client be entitled to dissolve the Agreement in such an event, except in accordance with our **Cancellation Policy**. Clients always have the right to dissolve the Agreement after they have requested to deliver within a reasonable timeframe or such timeframe as provided by law and DEVS was not able to deliver within that reasonable period or timeframe as provided by law.

2.8 After acceptance of an Order, DEVS shall at all times be entitled to cancel such Order prior to delivery without liability and without stating its reasons after acceptance of such Order, in which case DEVS shall not be obliged to refund or pay any more than advance payments already made by Client, if any.

2.9 All purchases are final and cancellable only according to the terms in our **Cancellation Policy**.

3. Cancellation Policy

3.1 You have the right to withdraw from Your purchase and revoke Your Order without giving any reason and without extra costs.

3.2 The withdrawal period shall expire after 14 (fourteen) calendar days from the day on which You or a third party other than the carrier indicated by You acquires physical possession of the Product(s). When Product(s) are delivered in multiple lots or pieces, the withdrawal period shall



expire after 14 (fourteen) calendar days from the day on which You acquire the physical possession of the last lot or piece.

3.3 You cannot exercise a right to withdraw in case of Product(s) made to the Client's specifications or clearly personalized.

3.4 You shall send back the Product(s) in the original box or the box provided by DEVS or hand them over in person to DEVS during the withdrawal period. The deadline is met if DEVS receives the Product(s) before the period of 14 (fourteen) calendar days has expired.

3.5 You are only liable for any diminished value of the Product(s) resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Product(s).

3.6 In case You withdraw, DEVS can refuse repayment as long as DEVS has not timely received the returned goods or until You have proved You have timely returned the Product(s), depending on which event occurs first.

3.7 DEVS shall reimburse You the purchase amount of the Product(s) including any shipping costs charged with regard to the delivery of the Product(s) no later than 14 (fourteen) calendar days starting from the day We received Your returned Product(s).

3.8 DEVS shall use the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise and provided that We do not incur any fees as a result of such reimbursement. DEVS shall not, however, reimburse the supplementary costs, if You have expressly opted for a type of delivery other than the least expensive type of standard delivery offered by DEVS.

3.9 You shall handle the Order as well as the packaging with the utmost care during the first 14 (fourteen) calendar days after delivery. You will be liable for any diminished value of the goods resulting from the handling of the Product(s) other than what is necessary to establish their nature, characteristics and functioning. In order to establish the nature, characteristics and functioning of the Product(s), You should only handle and inspect the Product in the same manner as You would be allowed to do in a shop.

3.10 In order to exercise Your right to withdraw, You can fill out the form on the "contact Us" page on the Site or make a similar unequivocal statement and send it to the email as indicated above. We will send You an acknowledgement of Your withdrawal.

3.11 We are not responsible for the performance of any third party suppliers and/or payment processors and delays caused by such third parties are not a reason to cancel Your order.

4. Delivery and Inspection

4.1 Any delivery time frames or dates noted on the Site, in any order acknowledgement, e-mail communications from Us to You or elsewhere, are not a commitment to fulfil Your order by such dates, but are simply estimates of when We anticipate to fulfil the order.

4.2 We reserve the right to charge You for any additional costs arising from changes You make to the delivery address after You confirm Your order.

4.3 Except as otherwise stated in these Terms, risk of loss of or impairment to the Product passes to You on delivery or when placed in Your control or that of any carrier or transport provided by You, whichever will happen first.

4.4 You shall be obliged to carefully inspect the Product(s) immediately upon arrival at their destination or to have these examined upon receipt by the Client itself or any third party acting at its instructions, whichever is earlier. DEVS must be informed in writing to mail@devs.bike of any complaints in respect of defects to the Product(s) or any discrepancies in quantity or quality between the Product(s) supplied and the specification thereof in the relevant order confirmation or invoice no later than within five (5) calendar days after the receipt of the Product(s). The notification of the



Client must give a clear and precise description of the complaints in respect of defects found by the Client.

4.5 Should You fail to inform DEVS within the above mentioned term, its rights to exercise any of its rights with regard to such irregularity or defect have lapsed. The Client shall be obliged to immediately cease the Use of the Product(s) concerned after discovering any irregularity or defect, under penalty of lapse of the right to exercise any of its rights with regard to such irregularity or defect. The Client shall provide any cooperation DEVS may require in order to investigate the complaint.

4.6 The return shipping is free and there are no costs associated with it for the Client. The Product(s) shall remain at risk of the Client until receipt by DEVS of such Product(s).

5. Warranty & Refund Policy

5.1 The Product is covered under a **Standard Warranty** outlined in our policy, located on the Site.

5.2 Except as stated in our **Refund Policy** (as defined beneath) and subject to any rights You have under relevant law that cannot be excluded or restricted by these Terms, You will not be entitled to reject any Product, except in the following limited cases: (i) loss of a Product or any part thereof in transit where the damaged Product, or any part thereof, is carried by our own conveyance or by a carrier on our behalf, provided that You furnish written notification to Us at mail@devs.bike within five (5) business days of receipt of the Product; and (ii) return of an unused and undamaged Product in the original, unopened packaging, provided that the Product is returned within fourteen (14) days of the date of receipt of the Product by You at Your expense (the preceding constitutes our "**Refund Policy**").

5.3 Your rights of repair or substitution of the Product under our Refund Policy will in all cases be rendered invalid where: (i) the Product was not materially damaged in transit or (ii) the Product has not been returned in conformity with the requirements of Section 5.2.

5.4 With respect to warranty claims under article 5, if, in DEVS's opinion, the Client has been able to prove that any Product(s) supplied by DEVS to the Client do not function properly, DEVS may choose, at its sole discretion, between:

- re-supplying the Product(s) upon the return of the Product(s);
- modifying the Product(s) properly;
- granting the Client a discount on the purchase price to be agreed by mutual consent.

5.5 DEVS shall be fully discharged of its warranty obligations by complying with one of the options described above, and it shall not be held to pay any further compensation or damages. The Product(s) shall remain completely for the Client's risk even if DEVS should carry out any repairs to the Product(s).

5.6 The warranty does not cover normal wear and tear, improper assembly or follow-up maintenance, consumable parts such as tyres, or unauthorised installation of parts or accessories. The warranty does not apply to damage or failure due to accident, misuse, abuse, or neglect. Any unauthorised modification of the frame or components shall void the warranty. The warranty shall not apply in case of a copy, modification, reverse engineering, decompiling, disassembly, removal of trademarks or otherwise tampering with the Product, its components and/or the Services. DEVS is not responsible for incidental or consequential damages. This warranty does not affect the statutory rights of the Client.



6. Software

6.1 The Product supplied includes software (the “**Included Software**”), the Included Software is licenced by Us as set forth beneath.

6.2 The Included Software is authorised for personal use only and only for purposes of using the Product with which it was supplied. You will not copy the Included Software or modify it in any way.

6.3 The licence described herein will continue so long as You use the Included Software in conformity with this Agreement. Should You break any of Your obligations, the licence set forth herein will automatically end.

6.4 Subject only to the rights given to You under this Agreement, We retain all proprietary rights and title (including without restriction all intellectual property rights) to the Included Software and any modifications thereof, and no possession of any part of the Included Software is hereby transferred to You. You will not, directly or indirectly, reverse engineer, decompile, or take apart the Included Software or otherwise try to gain the source code of the Included Software.

6.5 The Included Software may be subject to EU export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations.

7. Product Specifications & Disclaimer of Warranties

7.1 All Product specifications, illustrations, drawings, particulars, dimensions, performance data and other content on the Site or made available by Us are intended to represent no more than a general demonstration of the Product and its features and do not comprise a warranty or representation by Us that the Product will conform with the aforesaid.

7.2 The Product may differ from the images on the Site and vehicle colour may differ from images viewed on a computer or other device, or from printed photographs. Performance figures may differ in conditions other than ideal test conditions. In view of our policy of continuously improving our Product(s), We reserve the right to alter specifications or designs without prior notice and without liability.

7.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN THE PRODUCT IS PROVIDED WITHOUT ANY WARRANTIES OR ASSISTANCE OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLICIT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY TYPE WILL BE BINDING ON OR COMPEL US; (ii) THE PRODUCT IS EXPRESSLY SUPPLIED TO YOU “AS IS”; (iii) IF ANY TECHNICAL SUPPORT OR HELP IS PROVIDED WITH RESPECT TO THE PRODUCT AND THE USE THEREOF, IT IS PROVIDED “AS IS”, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY TYPE, EXPRESS OR IMPLIED; (iv) WE DO NOT GUARANTEE THAT THE USE OR ACTION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; AND (v) YOU BEAR ALL RISKS RELATING TO THE USE OF THE PRODUCT AND THE QUALITY AND ACTION OF THE PRODUCT AND BEAR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION EXCEPT AS STATED IN THE LIMITED WARRANTY. THESE TERMS STATE YOUR LONE AND EXCLUSIVE REMEDIES.

8. Consents, Customs Duties & Export



8.1 We guarantee that the Product will be delivered with consent for road use in the Territories. If any additional license is required for the carriage or use of the Product by You, You will obtain such license or consent at Your own expense. Any additional expenses or charges incurred by Us resulting from such failure will be met by You.

8.2 The Product(s) licensed or sold to You under these Terms may be subject to export control laws and regulations where You take delivery or use the Product. You will be liable for complying with those laws and will not do anything to breach them.

8.3 You may be liable for customs charges, import duties and taxes, levied when the Product reaches Your nominated destination. Any such additional charges for customs clearance or import duties or taxes must be paid by You. You should contact the local customs office in the relevant jurisdiction for further information on customs policies or duties.

9. Termination by Us

9.1 If Client fails to fulfil any of its obligations arising from the Agreement properly or in time, Client shall be in default and DEVS shall be entitled without any default notice:

- to suspend the fulfilment of the Agreement until payment has been adequately guaranteed; and/or
- to dissolve the Agreement with Client entirely or in part;
- all this without prejudice to DEVS's other rights under any Agreement whatsoever and without DEVS being held to any damages.

9.2 If DEVS exercises its right of termination as mentioned in article 9.1, DEVS is authorized to set off any amount which may possibly be refunded to Client with a remuneration for activities already carried out as well as with a compensation for loss of profit.

9.3 In the event of bankruptcy, (provisional) suspension of payment, liquidation or attachment of one or more assets of Client or if Client is aware that any of these situations may occur, You must notify DEVS thereof as soon as possible.

9.4 In case of a situation as referred to in article 9.3, all Agreements with You shall be terminated immediately by notice from Us or DEVS may notify You that it wishes (part of) the Agreement concerned to be fulfilled, in which case DEVS is entitled without any default notice:

- to suspend fulfilment of the Agreement(s) concerned until payment has been adequately guaranteed; and/or
- to suspend all its payment obligations, if any, towards Client;
- all this without prejudice to DEVS's other rights under any Agreement whatsoever and without DEVS being held to any damages.

9.5 In the event of a situation as referred to in article 9.3, all DEVS's claims against Client shall be immediately payable in full.

9.6 The Client shall inform DEVS forthwith in writing in the event that the Product(s) are seized, attached, garnished or if any other claim should be made with regard to the Product(s).

9.7 In the event of attachment, seizure, garnishment, bankruptcy, involuntary liquidation or a (provisional) moratorium of payments, the Client shall immediately inform the administrator or liquidator, the bailiff or the process-server serving the seizure, garnishment or attachment, of DEVS's rights of title.



10. Our Liability

10.1 Any liability of DEVS shall be limited to the fee(s) that was invoiced by DEVS and paid by Client in connection with the delivery at hand during a 12 (twelve) month period directly preceding the date on which the event leading to liability occurred, up to a maximum liability of € 4,000 (four thousand Euro).

10.2 In the event that DEVS involves third parties, DEVS shall not accept any liability whatsoever for failure to perform on the part of such third party except to the extent for failure to perform on the part of DEVS itself – to which article 10.1 applies. If the Client brings legal action directly against a third party, the Client shall indemnify DEVS against any claims by such third party in connection with such claim as well as against all expenses to be incurred by DEVS.

10.3 All rights of legal action and other powers of the Client towards DEVS in connection with the Product(s) delivered by DEVS shall lapse upon expiry of a one (1) year term after the date on which the Client has become aware of - or could in all fairness have been aware of - the existence of such rights and powers.

11. General

9.1 **Force majeure.** We will not be liable to You nor held in breach of contract for any loss or harm which may be suffered as a direct or indirect consequence of Us being prevented, hindered or delayed in the performance by reason of any condition beyond our reasonable control including (but not limited to) any act of God, war, riot, civil commotion, governmental action, explosion, fire, flood, storm, accident, strike, lock-out, trade dispute or labor disturbance, breakdown of plant or machinery, intellectual property dispute, interruption in the supply of power or materials and in such event We may elect to cancel Your Order and return any payments made in accordance with our **Cancellation Policy**.

9.2 Except as expressly agreed by the Company and You, these Terms and any applicable warranty issued by the Company constitute the full agreement between You and the Company with respect to the subject matter, and replace all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter.

9.3 These Terms are governed by the laws of the Czech Republic. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Prague in the Czech Republic. Local language variations of the Terms are provided for information only and the English version of these Terms shall govern, to the extent not prohibited by local law in Your jurisdiction.

9.4 If any provision of these Terms is found to be invalid, the invalidness of such provision will not affect the validity of the remaining provisions of these Terms, which will stay in full force and effect. Failure of the Company to act on or enforce any provision of these Terms will not be construed as a relinquishment of that provision or any other provision in these Terms. No waiver will be effective against the Company unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.

9.5 The section headings are supplied merely for convenience and will not be given any legal bearing.

9.6 These Terms are not transferable or assignable by You to another party without the prior written approval of a Company representative.

9.7 We will treat Your personal information as confidential and comply with applicable data protection privacy laws. You consent to give Us the right to use Your personal information to fulfil



our duties under these Terms according to Our Privacy Policy. <https://devs.bike/pages/legal-privacy.php>

9.8 Unless otherwise provided herein, these Terms may be amended on the part of DEVS by notification to Client. Except as otherwise provided herein or therein, the amended Terms shall apply to all new Agreements as of the day of notification as Well as to all current Agreements if and insofar as these are to be carried out after the day of notification.

9.9 DEVS is allowed to transfer to third parties the rights and obligations described in any Agreement with Client. If obligations of DEVS are transferred, DEVS must inform You beforehand and You shall be entitled to terminate the Agreement by the date on which the transfer shall take place. In such a case, DEVS shall not be liable for any damages. Except as provided in the Agreement and these Terms, the Client cannot transfer to third parties any rights or obligations from any Agreement unless after consent thereto by DEVS. Any attempted assignment in violation of this Section shall be null and void. The Agreement shall be binding on any permitted successor or permitted assignee.

9.10 If and insofar as any provision of these Terms cannot be invoked due to any imperative rule of law, the unfair character of these Terms or grounds of reasonableness and fairness, the provision concerned, as far as contents and essence are concerned, shall in all events have a corresponding meaning to such an extent that the provision concerned may indeed be rightfully invoked.

9.11 These Terms will pass to the benefit of our successors, assigns, licensees, and sublicensees.

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