



# Terms & Conditions (EN-US)

*(Terms of Service EN-US)*

## Basic Provisions

The Seller and the Customer have agreed that they fully recognize the electronic form of communication, especially via electronic mail (e-mail) and the Internet (www), as valid and binding for both contracting parties. By placing an order, the Buyer expressly agrees to the Company's terms and conditions set out below. The terms "We", "Us" and "Our" refer to pitstopbox.eu.

## 1. DEFINITIONS

1.1 The Price is the financial amount that you will pay for the Goods;

1.2 The Shipping Price is the financial amount that you will pay for the delivery of the Goods, including the price for its packaging;

1.3 The Total Price is the sum of the Price and the Shipping Price;

1.4 VAT is the value added tax according to applicable law;

1.5 E-shop is the online store operated by Us at [www.pitstopbox.eu](http://www.pitstopbox.eu), where the purchase of the Goods will take place;

1.6 Invoice is a tax document issued in accordance with the law on value added tax for the Total Price;

1.7 The owner of the online store is Lukáš Opálka with its registered office at Komenského 446/43, 909 01 Skalica, Slovak Republic, Company ID 55729371, Tax ID 1124166758, registered in the Commercial Register maintained by the District Court Senica, Trade Register number: 240-32189, e-mail: [info@pitstopbox.eu](mailto:info@pitstopbox.eu), referred to by legal regulations as the seller;

1.8 The Order is your irrevocable proposal to conclude a Contract for the purchase of Goods with Us;

1.9. Goods are everything that you can buy on Our E-shop: [www.pitstopbox.eu](http://www.pitstopbox.eu);

1.10 User Account is an account established on the basis of the data provided by You, which allows for the storage of the entered data and the history of the ordered Goods and concluded contracts;

1.11 You are the person purchasing from Our online store, legally referred to as the buyer;

1.12 Contract is a purchase contract agreed on the basis of a duly completed Order sent via the E-shop, and is concluded when You receive confirmation of the Order from Us.

## **2. GENERAL PROVISIONS AND INSTRUCTIONS**

2.1 The purchase of the Goods is possible only through the web interface of Our online store: [www.pitstopbox.eu](http://www.pitstopbox.eu);

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

## **3. ORDER**

3.1 The Contract with Us can be concluded in Slovak and English language;

3.2 The Contract is concluded remotely via Our online store; [www.pitstopbox.eu](http://www.pitstopbox.eu), while the costs of using remote communication means (your internet service provider, internet access) are paid by You. However, these costs do not differ in any way from the basic rate that You pay for the use of these means (in particular, for internet access), so You do not have to expect any additional costs charged by Us beyond the Total Price. By submitting the Order, You agree to the use of remote communication means.

3.3 In order for Us to conclude the Contract, it is necessary for You to create an Order on Our online store; [www.pitstopbox.eu](http://www.pitstopbox.eu). This proposal must include the following data:

a) Information about the purchased Goods (in the online store, you mark the Goods that You are interested in purchasing with the "Add to Cart" button);

b) Information about the Price, Shipping Price, VAT, method of payment of the Total Price and the requested method of delivery of the Goods; this information will be entered as part of creating the Order proposal within the online store user environment, while information about the Price, Shipping Price, VAT and Total Price will be provided automatically based on the Goods you have selected and the method of their delivery;

c) Your identification data used to enable us to deliver the Goods, in particular in the scope of name, surname, delivery address, telephone number and e-mail address;

d) In the case of a Contract under which we will deliver the Goods to you regularly and repeatedly, also information on how long we will delivering the Goods to you.

3.4 During the creation of the Order, you can change and check the data until the time of its creation. After checking, you will create the Order by pressing the "Order with Obligation to Pay" button. Before pressing the button, however, you must still confirm your familiarity with and agreement to these Terms and Conditions, otherwise it will not be possible to create the Order. A checkbox is used for confirmation and consent. After pressing the "Order with Obligation to Pay" button, all completed information will be sent directly to Us.

3.5 We will confirm your Order to you 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. Our confirmation of the Order concludes a Contract between Us and You. The Terms and Conditions in the version effective on the date of the order form an integral part of the Contract.

3.6 There may also be cases where We will not be able to confirm the Order. This mainly concerns situations where the Goods are not available or cases where you order a larger number of Goods than is allowed by Us. However, we will always provide you with information about the maximum number of Goods in advance within the online store and should therefore not be a surprise to You. If for any reason we cannot confirm the Order, we will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In such a case, the Contract is concluded when you confirm Our offer.

3.7 In the event that an obviously incorrect Price is stated in the online store or in the Order proposal, in particular as a result of a technical error, we are not obliged to deliver the Goods to you at this 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 conclude a new Contract in an amended form compared to the Order. In such a case, the new Contract is concluded when you confirm Our offer. If you do not confirm Our offer within 3 days of its sending, we are entitled to withdraw from the concluded Contract. An obvious error in the Price is considered, for example, a situation where the Price does not correspond to the usual price at other sellers or a digit is missing.

3.8 In the event that the Contract is concluded, you are obligated to pay the Total Price.

3.9 If you have a User Account, you can place an Order through it. Even in such a case, you are obliged to check the correctness, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is identical to that in the case of a buyer without a User Account, but the advantage is that it is not necessary to repeatedly fill in your identification data.

3.10 In some cases, we allow you to use a discount for the purchase of Goods. To provide a discount, it is necessary for you to fill in the data about this discount in the predetermined field as part of the Order proposal. If you do so, the Goods will be provided to you with a discount.

## **4. USER ACCOUNT**

4.1 Based on your registration in Our online store; [www.pitstopbox.eu](http://www.pitstopbox.eu), you can access your User Account.

4.2 When registering a User Account, it is your obligation to provide all entered data correctly and truthfully and to update it in case of change.

4.3 Access to the User Account is secured by a username and password. With regard to these access data, it is your obligation to maintain confidentiality and not to provide this data to anyone. In the event of their misuse, we do not bear any responsibility for this.

4.4 The User Account is personal and you are therefore not entitled to allow its use by third parties.

4.5 We may cancel your User Account, especially if you do not use it for more than 12 calendar months, or if you breach your obligations under the Agreement.

4.6 The user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software equipment.

## **5. PRICE & PAYMENT**

5.1 The price is always stated in the online store, in the Order proposal and in the Contract. In the event of a discrepancy between the Price stated for the Goods in the online store and the Price stated in the Order proposal, the Price stated in the Order proposal shall apply, which will always be identical to the price in the Contract. The Order proposal also states the Price for shipping, or the conditions under which shipping is free.

5.2 The total price is stated including VAT, including all fees set by special legal regulations.

5.3 We will require payment of the Total Price from you after the conclusion of the Contract and before the delivery of the Goods. You can pay the Total Price in the following ways:

a) By bank transfer. We will send you information for making the payment as part of the Order confirmation. In the case of payment by bank transfer, the Total Price is payable within *3 business days*.

b) By card online. In this case, payment is made via the ShoptetPay payment gateway, and the payment is governed by the terms and conditions of this payment gateway, which are available at: [www.shoptetpay.com](http://www.shoptetpay.com). In the case of online card payment, the Total Price is payable within 24 hours. We are not responsible for payment processor errors, holds, or disputes.

c) In the case of payment by cash on delivery, the Total Price is payable upon receipt of the Goods.

d) In cash upon personal collection. It is possible to pay for the Goods in cash if they are collected at Our establishment. In the case of payment in cash upon personal collection, the Total Price is payable upon receipt of the Goods.

5.4 The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address specified in the Order. The invoice will also be physically attached to the Goods and available in your User Account, if you have one.

5.5 The ownership of the Goods shall only pass to You after You have paid the Total Price and taken delivery of the Goods. In the case of payment by bank transfer, the Total Price shall be paid by crediting it to Our account, in other cases it shall be paid at the time of payment.

## **6. SHIPPING & DELIVERY**

6.1 The Goods will be delivered to you by the courier company of your choice;

6.2 The Goods can be delivered within some countries of the European Union;

6.3 We are obliged to deliver the Goods to you, however we are not liable for shipping and delivery delays, errors, customs hold, holidays or global logistics disruptions; You agree that shipping delays do not constitute grounds for cancellation, refund, or chargeback;

6.4 When receiving 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 damage, to notify the carrier and Us immediately. In the event that the packaging is damaged, which indicates unauthorized handling and entry into the shipment, it is not your obligation to receive the Goods from the carrier.

6.5 You are obliged to collect the Goods at the agreed place and time. If you do not collect the delivered Goods in accordance with the previous sentence, we will notify you by e-mail where you can collect the Goods, including the deadline for collecting them, or we will redeliver the Goods to you based on your written request sent no later than 3 days from the date you were supposed to collect the Goods, and you undertake to pay us all costs associated with redelivering the Goods. In the event that you breach your obligation to collect the Goods, we reserve the right to cancel all your further orders in Our online store; [www.pitstopbox.eu](http://www.pitstopbox.eu);

6.6 The risk of damage to the Goods passes to you at the moment you take over the Goods.

## **7. REFUNDS, RETURNS & CHARGEBACKS**

7.1 Introductory provision on liability for defects;

7.1.1 We undertake to deliver the Goods to you in the required quality, quantity and without defects.

7.1.2 We are liable for defects that the Goods have upon receipt. In the case of used Goods, we are not liable for defects arising from their use or wear and tear.

7.1.3 The general warranty period is 24 months. The warranty period begins to run from the moment of receipt of the Goods from You.

7.1.4 If the Goods are exchanged, the warranty period begins to run again from the receipt of the new Goods from You.

7.1.5 If the Goods are delivered to you in a broken or damaged package or the shipment is obviously too light, we ask you not to accept such Goods from the transport company and to notify us of this fact immediately by e-mail to: [info@pitstopbox.eu](mailto:info@pitstopbox.eu). In the event of obvious defects, you are obliged to file a complaint without undue delay. We will not consider any later complaints due to obvious defects in the Goods, including defects consisting in the incompleteness of the Goods. If the defect is obviously caused by improper use, the complaint will be rejected. We recommend that you create a video of the unpacking of the order so that we can see in what condition the order arrived. If it is clearly visible in the video that the damage was not caused by You, the complaint and refund will be processed immediately.

7.1.6 The warranty applies only to manufacturing defects of the Goods and defects caused by mechanical damage. You cannot exercise the right to liability for defects, in particular, for defects caused by wear and tear, mechanical damage, use of the Goods in inappropriate conditions, etc.

7.1.7 You are not entitled to exercise the right to liability for a defect if you knew about the defect before taking over the Goods, or we warned you about it or you were given an appropriate discount on the Price of the Goods for that reason.

7.1.8 You have the right to complain about the Goods. When making a complaint, please also submit to us a proof of purchase of the Goods (invoice), in order to prove its purchase from Us, otherwise we are not obliged to acknowledge your complaint;

7.1.9 We handle complaints immediately, the best way to communicate with us is by email: [info@pitstopbox.eu](mailto:info@pitstopbox.eu); we will write back within 2-3 hours (depends on our working hours) and we will try to resolve every problem to your satisfaction.

7.2 If it is a defect in the product that we can remove, you have the right to have the defect removed free of charge, in a timely manner and properly. We will remove the defect in the Goods without undue delay.

7.2.1 Instead of removing the defect, you may request the replacement of the Goods;

7.2.2 If other non-removable defects are involved, you are entitled to a reasonable discount on the Price of the Goods, which we will pay to the bank account of your choice;

7.2.3 If you receive goods that are absolutely unusable and destroyed, you will be refunded the full amount immediately.

## **8. WITHDRAWAL FROM THE CONTRACT**

8.1 A buyer who has concluded a contract of sale outside his business activity as a consumer has the right to withdraw from the contract of sale without giving any reason.

8.2 If the order was already sent and customer refuses to accept the order, the online store; [www.pitstopbox.eu](http://www.pitstopbox.eu) reserves the right to cancel any further orders from this customer.

## **9. FINAL PROVISIONS**

9.1 We will deliver all written correspondence to you by electronic mail. Our official e-mail address is; [info@pitstopbox.eu](mailto:info@pitstopbox.eu). We will deliver correspondence to your e-mail address listed in the Agreement, in the User Account or through which you contacted us.

9.2 The Agreement may only be amended by our written agreement. However, we are entitled to amend and supplement these Terms and Conditions, but this amendment will not affect already concluded Agreements, but only Agreements that will be concluded after the effective date of this amendment.

9.3 In the event of Superior Force (Force Majeure) or events that cannot be foreseen (natural disaster, pandemic, operational disruptions, subcontractor outages, etc.), We are not liable for damage caused as a result of or in connection with force majeure or unforeseeable events, and if this situation lasts for more than 10 days, We and You have the right to withdraw from the Contract.

9.4 The Annex to the Terms and Conditions is a Return Form and a Withdrawal From The Contract form.

9.5 Our activities are not subject to any codes of conduct pursuant to Section 3, Paragraph 1, Letter n) of the Act on Consumer Protection in Distance Selling.

9.6 These Terms and Conditions shall enter into force on 2.2.2026