

GENERAL TERMS AND CONDITIONS

In accordance with § 1751 of Act No. 89/2012 Coll., the Civil Code

I.

Introductory provisions

1. "Provider" is the company EuroPass Ltd., ID No. 21030294, with registered office at Vojtěšská 211/6, Nové Město, 110 00 Prague 1, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 395917.
2. "Customer" means a natural or legal person who through the web interface www.dalnicka.cz or www.dalniceonline.cz orders a service from the Provider.
3. 'Electronic vignette' means a paid time fee for the Vehicle for whose registration plate the payment was made time fee has been recorded in the Vehicle Register for the selected period of use of the toll road pursuant to Section 21 of Act No. 13/1997 Coll. on Land Roads.
4. The term "SFDI" means the State Fund for Transport Infrastructure with having its registered office at Sokolovská 1955/278, Prague 9, 190 00, Czech Republic, which established by Act No 104/2000 Coll., on the State Fund for Transport infrastructure, as amended.
5. The subject of these General Terms and Conditions (hereinafter referred to as "GTC") is to regulate the rights and obligations of the contracting parties arising from on the basis of an order on which the Provider has undertaken pursuant to § 2430 et seq. of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "Civil Code") to ensure the purchase of electronic vignettes for the Customer vignettes and the Customer undertook to pay the agreed price (payment).
6. "Service" means the purchase of an electronic vignette by the Provider for the benefit of the Customer with the SFDI.
7. 'Vehicle' means the specific motor vehicle for which the electronic vignette to be purchased, and for which the Customer designates in the Order with the registration mark (number plate) of the relevant State of registration.
8. The Provider is not an official dealer of the electronic vignette vignette. The official dealer of the electronic vignette is SFDI. The Provider shall, on the basis of the order, ensure the conclusion of the purchase contract contract between the Customer and SFDI, the subject of which shall be electronic vignette.
9. consumer means a person who, outside the scope of his business activity or outside the scope of his or her independent exercise of his or her profession

enters into a contract with the Provider or otherwise deals with the Provider. Other persons shall not be considered a consumer.

10. These GTC govern the rights and obligations of the consumer and others entities. However, certain provisions of these GTC are applicable only to relations with consumers. Certain provisions of these GTC are not applicable at all to relations with consumers. Provisions of these GTC that are applicable only in relations with consumers or provisions that are not applicable in relations with consumers include always contain appropriate information about their applicability.

II.

Price and payment terms

1. The Customer shall pay the Provider the agreed price according to order. The price includes the purchase price for the electronic vignette vignette and the Provider's remuneration for fulfilling the obligations under the order and these GTC. The Provider shall use part of its annual revenue for planting trees. The Provider shall inform about the prices of the service on website www.dalnicka.cz or www.dalnice-online.cz; and at the same time in these GTC, stating that the total price of the electronic vignette for:
 - 1 day is 150 CZK (50 CZK is the cost of purchasing the vignette and 100 CZK is the Provider's fee);
 - 10 days is 160 CZK (60 CZK is the cost of the stamp and 100 CZK is the cost of the Provider's fee);
 - 30 days is 200 CZK (100 CZK is the cost of the stamp and 100 CZK is the Provider's fee);
 - 1 year is CZK 770 (CZK 570 is the cost of the stamp and CZK 200 is the cost of the Provider)is the Provider's fee);
For vehicles with plug-in hybrid drive (CO₂ max 50 g/km), the total price of the electronic vignette for:
 - 1 day is 200 CZK (100 CZK is the cost of purchasing the stamp and 100 CZK is the Provider's fee);
 - 10 days is 230 CZK (130 CZK is the cost of the stamp and 100 CZK is the Provider's fee);
 - 30 days is 310 CZK (210 CZK is the cost of the stamp and 100 CZK is the Provider's fee);
 - 1 year is 1350 CZK (1150 CZK is the cost of the stamp and 200 CZK is the Provider's fee);For vehicles powered by Biomethane or Natural Gas - CNG and LNG (not valid for LPG), the total price of the electronic vignette for:
 - 1 day is 350 CZK (200 CZK is the cost of purchasing the vignette and 150 CZK is the Provider's fee);
 - 10 days is 470 CZK (270 CZK is the cost of the vignette and 200 CZK is the cost of the CZK is the Provider's fee);
 - 30 days is 630 CZK (430 CZK is the cost of the stamp and 200 CZK is the Provider's fee);
 - 1 year is 2500 CZK (2300 CZK is the cost of the stamp and 200 CZK is the CZK is the Provider's fee);For vehicles running on standard fuels and other fuels.

2. The Customer is obliged to pay the price for providing the service according to order.

3. The obligation to pay the price is in accordance with section 1957(1)

Civil Code shall be deemed fulfilled by crediting the Provider's account with the full amount.

III.

Subject of the order

1. The customer is obliged to fill in all the required data in the order truthfully and accurately. Failure to do so will result in the risk that the electronic vignette will not be validly purchased. The customer is responsible for the truthfulness and accuracy of all data stated in the order. The Provider shall not be liable for any errors and defects in the electronic vignette that arise as a result of incorrect data in the order. Once the service has been provided, it is not possible to the data can no longer be corrected or changed, unless otherwise provided for in these GTC.

2. The customer is obliged to fill in all the required information about the vehicle and other data that are specified in the order.

3. The order is concluded via the web interface (see Article I. 2 of these "GTC"). Before the order is completed, the Customer shall notified of the total price of the ordered service. The price of the service varies according to the length of the validity period of the electronic vignette and the fuel of the vehicle. The Provider accepts the proposal to conclude contract (order) by confirmation sent to the Customer's email, or by actually providing the service.

4. The concluded contract (order) is archived by the Provider for for the purpose of its successful execution and is not accessible to third parties. Information on the individual technical steps leading to the conclusion of the contract of the contract are evident from the ordering process in the web interface and The Customer has the possibility before actually sending the order to check and correct the order if necessary.

5. By submitting an order via the web interface, the Customer grants The Customer instructs the Provider to arrange the purchase of electronic vignette.

6. On the basis of the data provided in the order, the Provider shall is obliged to purchase the electronic vignette, i.e. is obliged to provide the service. Rights and obligations from the purchase of an electronic vignette are governed by the general terms and conditions of the SFDI, which are published on https://edalnice.cz/wp-content/uploads/CZ_Podminky_uhrady.pdf.

IV.

Rights and Obligations

1. The Provider shall in particular fulfil all its obligations from the order, i.e. to provide the service properly and on time.

2. The Provider shall duly provide the service by sending a confirmation of the registration of the vehicle in the system of the electronic motorway service provider stamps to the e-mail address specified by the Customer in the order. For the availability of its e-mail box is the responsibility of the Customer. The Provider's obligations to provide the service are fulfilled at the moment of sending the confirmation email.

3. The Provider is obliged to process the order within 24 hours. However, the Provider shall not be liable for any failures in the system, which it does not operate.

4. The Provider is obliged to provide the service honestly and diligently according to the best of its ability; in doing so, it shall use every means at its required by the nature of the matter to be handled, as well as that which is the will of the Customer.

5. The Customer shall not be entitled to use the toll sections of motorways until after the confirmation pursuant to Article IV, paragraph 2 of these GTC. Otherwise, he runs the risk of being fined by the authorities public authorities.

6. The Customer is also entitled to request the Provider in writing to provide change of the vehicle registration number on the electronic vignette. For the execution of this The Provider shall charge a fee of CZK 500. The Provider shall undertakes to process this request within 5 working days if the Provider accepts this request.

7. The Customer may revoke the order at will, replace the the Provider the costs incurred up to that time and the damage, if any suffered, as well as the part of the remuneration commensurate with the effort made of the Principal. If the service has already been rendered and thus fulfilled the order, the Customer shall not be entitled to claim a refund of the The Client shall not be entitled to any refund of the monetary consideration.

V.

Liability for defects

1. The Provider shall be liable for the proper provision of the service, i.e. for the proper and compliance with the order.

2. The customer who is a consumer is entitled to notify defects of the service provided by email or in writing to the address of the registered office Provider's address, i.e. at Vojtěšská 211/6, Nové Město, 110 00 Prague 1.

Provider's mailbox. The Customer is obliged to notify the defect without undue delay after becoming aware of it, at the latest within the statutory time limits, i.e. within two years.

3. The Customer, who is not a consumer, is obliged to notify the defect no later than 1 hour after the service has been provided. Otherwise he has no rights from defects.

4. The service is not defective if the Provider has arranged for the purchase of an electronic vignette on the basis of incorrect data provided by the Customer.

5. A defect in the service does not include a delay in the provision of the service which not caused by the Provider.

VI.

Withdrawal from the contract

1. The order may only be withdrawn for the reasons specified in the exhaustive list in the law or for the reasons specified in these GTC.

2. The customer, who is a consumer, is entitled to withdraw from the order (contract) within the statutory period of 14 days without giving any reason.

By withdrawing from the contract, the contract (order) is cancelled from the very beginning and the parties are obliged to return everything that was under the contract (order). The Customer is entitled to withdraw from the contract to do so in writing to the address of the Provider's registered office. Or electronically to email: info@dalnicka.cz. However, the Customer is not entitled to withdraw from to withdraw from the order (contract) if the service has been fully provided in full.

VII.

Final Provisions

1. The rights and obligations of the Parties expressly set out in these GTC or in not provided for in the contract (order) shall be governed by the relevant provisions of 89/2012 Coll., Civil Code. If a contracting party the consumer, the rights and obligations of the Parties shall be governed by not regulated in these GTC or in the contract (order) by Act No. 89/2012 Coll., Civil Code, in conjunction with Act No. 634/1992 Coll., on Consumer Protection.

2. The Customer Consumer acknowledges that he/she has the right, in accordance with the applicable legal regulations, the customer has the right to an out-of-court settlement of a consumer dispute before a competent authority, which is the Czech Trade Inspectorate (more information at www.coi.cz). In the event of failure to the dispute is not resolved amicably, the matter will be decided by the competent court of the Czech Republic.

3. Pursuant to Article III(1) of the Regulation of the EUROPEAN PARLIAMENT

No 593/2008 of 17 June 2008 on the right to applicable to contractual obligations (Rome I), it applies that all legal relations arising from the order shall be governed by the law of the Czech Republic Republic.

4. In accordance with Section 7 of Article 23(1)(a) of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and jurisdiction and enforcement of judgments in civil and commercial matters, it applies that in the event of a future dispute arising out of a legal relationship based on the order, the courts of the Czech Republic shall have jurisdiction, as a Member State of the European Union in which the Provider has its registered office.