

Pre-order Terms and Conditions

These Pre-order Terms and Conditions ("Terms") govern the placing of pre-order ("Pre-order") with BIOFLEKS d.o.o. ("Company", "we" or "us") for tennis ball machines ("Product") sold at <https://sportbot.tech>. Please read these Terms carefully before submitting your Pre-order. By submitting your Pre-order, you agree to be legally bound by these terms.

1. Our information

Name of the Company:	BIOFLEKS d.o.o
Address:	Rojska cesta 19, 1230 Domžale, Slovenia
VAT ID:	SI 83272399
Register number:	3734064000
Email:	info@sportbot.tech
Business bank account:	SI56 0231 1026 1621 183
Entered in the register at:	Ljubljana, Slovenia
Date of entry:	11 May 2010

2. Pre-order and Acceptance

The Company only accepts pre-orders within the European Union.

When placing a Pre-order for Sportbot Products, you will be required to provide certain information, such as your name, address, phone, email and other billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current.

The Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information.

You acknowledge and agree that the Company may decline Pre-orders to avoid oversubscription or as it deems appropriate. If your Pre-order is declined, we will make efforts to inform you within one (1) week of our receipt of your Pre-order, and you will be entitled to a full refund of the Pre-order deposit.

3. Price & Payment

You will be charged a Pre-order deposit (350 EUR) at the time of placing the Pre-order for Product. The remainder of the purchase price and shipping, will be due when the Company contacts you regarding the subsequent payment (3.200 EUR).

The Company will make reasonable efforts to contact you if you do not complete your order by paying the remainder due within 30 days. If the Company does not receive a response from you within 30 days of our initial request to complete your order, or if the Company is not able to process your payment after that 30 day period (for example, due to a canceled credit card), then the Company will treat the amount that you paid as unclaimed property in accordance with applicable law.

Method of payment accepted is Credit Card Payment (Stripe, PayPal).

The purchase price does not include shipping, import duties, additional taxes, transfer fees, and other governmental charges, which are the buyer's responsibility.

4. Delivery Schedule

The Company will begin delivering Products in June 2023. You understand and agree that there may be delays. In the event that a delay arises and the estimated shipment is not met, the Company is not responsible for any damages that may occur due to the delay.

5. Cancellation

You may cancel your Pre-order at any time for any or no reason prior to February 2023. The Pre-order fee (350 EUR) for the Product is non-refundable.

The Company may cancel your Pre-order at any time. If the Company cancels your Pre-order it will refund your Pre-order deposit without interest.

Once you complete the Product purchase by making the second payment, the Company's standard refund policy and limited warranties will apply.

6. The consumer's right to withdraw from the contract

Pursuant to Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market ("E-Commerce Directive"), in the case of distance contracts, the consumer has the right to notify the company by e-mail within 14 days of receiving the goods that he/she withdraws from the contract, without having to state the reason for his/her decision.

In order to exercise the latter right, the consumer must notify the Company that he/she is withdrawing from the contract within 14 days of receiving the goods at info@sportbot.tech. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

The consumer must return the received products to the provider no later than 14 days after withdrawal from the contract. The consumer returns the products to the address: Rojska cesta 19, 1230 Domžale, Slovenia.

The only cost borne by the consumer in connection with the withdrawal is the direct cost of returning the goods (postage).

The option to withdraw from the contract is intended so that you can open the product, examine it, and if it does not suit you, or if your expectations were different, withdraw from the purchase. These recommendations do not apply if the product is defective or does not

work at the time of purchase. In this case, it is a matter of claiming a defective product (more on the material error under point 7 Liability for faulty products).

The consumer must return the item to the seller undamaged and in unchanged quantity, unless the product is destroyed, damaged, lost or its quantity has decreased without the consumer's fault. Return products must be unused, undamaged, otherwise the return of the goods will be refused.

When returning the goods, the consumer also sends the company an invoice for the goods and a completed return form. We will refund the payment no later than 14 (fourteen) days from the receipt of the returned goods (this refund does not include the cost of returning the goods).

This section is only applicable to natural persons that fall under the definition of consumers pursuant to the E-commerce Directive.

7. Liability for Faulty Products

The consumer may exercise his/her rights arising from a faulty product if he/she informs the seller of the defect within 2 months (8 days for legal entities and natural persons acting within their business) from the day on which the defect was discovered. The seller is not liable for the defect if the defect appears after two years have passed since the product was delivered.

The product has a defect when it:

- doesn't match the product description;
- has different qualities from the model advertised or shown to the client;
- is not fit for purpose - either its standard purpose or a specific purpose ordered by the customer which you accepted;
- doesn't show the quality and performance normal in products of the same type.

The customer have the right to request:

- repair of the product;
- a product replacement;
- a price reduction;
- termination of the contract and full reimbursement.

If you believe that the purchased product has a defect, please contact us as soon as possible via email info@sportbot.tech and attach your invoice or order number.

When exercising the rights under this title, the consumer must describe the defect in more detail to the provider in the defect notification and allow the provider to inspect the product.

If the defect is not disputed, the provider must comply with the consumer's request as soon as possible and within 8 days at the latest. However, if there is a dispute about the defect, the company must give the consumer a written answer within 8 days.

6. Limitation of Liability

Under no circumstances will the Company be liable for any incidental, PUNITIVE, special or consequential damages arising out of or related to these Terms or the Product. In the event that the Company is held liable for any damages arising out of or related to these Terms or the product, your sole and exclusive remedy (and the sole AND EXCLUSIVE liability of the Company, UNDER ANY THEORY OF LIABILITY, IN ANY EVENT) will be the refund of the amount paid to the Company without interest.

7. Customer Information

We will use any information that we may collect about you only in accordance with our Privacy Policy.

8. Use of the Product

You represent that the Product you have offered to purchase is for your own use and not for resale.

9. Eligibility

You must be at least 18 years old to purchase the Product. By agreeing to these Terms, you represent and warrant to us that you are at least 18 years old. If you are offering to purchase a Product on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.

At this time the Pre-order Product is only available for shipping within the European Union. If the final shipping address is outside of the European Union, the Company will refund the amount paid and cancel the Pre-order.

10. Warranty

The Company will be providing the details of a 1-year limited warranty for the Product at sportbot.tech/warranty before the Company requests the second payment to complete the purchase. By completing your purchase, you acknowledge and agree that you have reviewed the limited warranty for the Product, and that you accept that limited warranty.

The Company disclaims all other warranties, express, implied or statutory, with respect to the Product, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or NON-INFRINGEMENT.

11. Dispute Resolution

GOVERNING LAW

Except as otherwise required by applicable law, the Terms and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the Republic of Slovenia without regard to its conflict of laws principles.

INFORMAL DISPUTE RESOLUTION

We want to address your concerns without needing a formal legal case. Before filing a claim against the Company, you agree to try to resolve the Dispute informally by contacting info@sportbot.tech. We will try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 30 days after submission, you or the Company may bring a formal proceeding.

JUDICIAL FORUM FOR DISPUTES

Except as otherwise required by applicable law, you and the Company agree that any judicial proceeding (other than small claims actions) will be brought to the courts in Ljubljana, Slovenia. Both you and the Company consent to venue and personal jurisdiction there. In the case of judicial settlement of disputes with consumers in line with the definition of the E-commerce Directive, the court of the consumer's domicile has jurisdiction.

12. Changes to the Terms

The Company reserves the right to change any of the Terms for any or no reason and will provide notice of any material changes. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time of the purchase.

13. General

These Terms are governed by the laws of the Republic of Slovenia without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

We may transfer our rights and obligations under an order to another organization, but this will not affect your rights or our obligations under these Terms.

When you place a Pre-order, or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights related to electronic communications.

Slovenia
info@sportbot.tech