

Reservation Terms and Conditions

Name of the Company:	Sportbot d.o.o.
Address:	Usnjarska cesta 14, 1240 Kamnik, Slovenia
VAT ID:	SI 88036065
Register number:	9726705000
Email:	info@sportbot.tech
Business bank account:	SI56 0284 3026 6066 815

These Reservation Terms and Conditions ("Terms") govern the placing of reservation ("Reservation") with Sportbot d.o.o. ("Sportbot", "we" or "us") for tennis ball machines ("Product"). Please read these Terms carefully before submitting your Reservation. By submitting your Reservation, you agree to be legally bound by these terms.

1. Reservation and Acceptance

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

Sportbot shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information.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 Sportbot may decline Reservations to avoid oversubscription or as it deems appropriate. If your Reservation is declined, we will make efforts to inform you within one (1) week of our receipt of your Reservation, and you will be entitled to a full refund of the Reservation deposit.

2. Price & Payment

You will be charged a Reservation deposit, plus applicable taxes, at the time of placing the Reservation for Product. The remainder of the specified purchase price, plus taxes and shipping, will be due when the completed machine is ready to ship.

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

Methods of payment accepted are: (1) Credit Card Payment (2) wire transfer.

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

3. Delivery Schedule

Although we will make efforts to begin delivering Products as soon as reasonably practicable, you understand and agree that there may be delays. In the event that a delay arises and the estimated shipment is not met, Sportbot is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you updates with respect to such delivery schedules. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your Reservation as provided for in Section 4 below.

4. Cancellation

Only Sportbot may cancel your Reservation at any time for any or no reason prior to the time when your Product is ready for delivery. If Sportbot cancels your reservation it will refund your Reservation deposit without interest.

The Reservation fee for the Product is non-refundable.

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

5. Specifications

We want you to be totally happy with the Product, but please be aware that the specifications or appearance of the Product may change prior to shipping.

6. Limitation of Liability

Under no circumstances will Sportbot 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 Sportbot 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 Sportbot, UNDER ANY THEORY OF LIABILITY, IN ANY EVENT) will be the refund of the amount paid to Sportbot 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 Reservation Product is only available for shipping within the Central Europe region. If the final shipping address is outside of Slovenia, Croatia, Italy, Austria, Germany or Sweden, Sportbot will refund the amount paid and cancel the Reservation.

10. Warranty

Sportbot will be providing the details of a 1-year limited warranty for the Product at sportbot.tech/warranty before Sportbot 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.

Sportbot 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

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Sportbot arising out of or relating to your Reservation (collectively, "Disputes") will be governed by the arbitration procedure outlined below.

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 Sportbot, 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 Sportbot may bring a formal proceeding.

WE BOTH AGREE TO ARBITRATE

You and Sportbot agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

OPT-OUT OF AGREEMENT TO ARBITRATE

You can decline this agreement to arbitrate by contacting info@sportbot.tech within 30 days of first accepting these Terms and stating that you (including your first and last name) decline this arbitration agreement.

ARBITRATION PROCEDURES

The arbitration will be held in Ljubljana, Slovenia, or any other location we agree to.

ARBITRATION FEES

Sportbot will pay all arbitration fees for claims less than 15,000€. Sportbot will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

EXCEPTIONS TO AGREEMENT TO ARBITRATE

Either you or Sportbot may assert claims, if they qualify, in small claims court in Ljubljana, Slovenia. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of Sportbot products or services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

NO CLASS ACTIONS

You may only resolve Disputes with Sportbot on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.

JUDICIAL FORUM FOR DISPUTES

Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and Sportbot agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts in Ljubljana, Slovenia. Both you and Sportbot consent to venue and personal jurisdiction there.

LIMITATION ON CLAIMS

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your order from the Sportbot must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

12. Changes to the Terms

Sportbot 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 the dispute arose.

13. General

Sportbot will use reasonable efforts to process the refund and/or contact you to facilitate refund processing. However, if Sportbot is not able to process your refund within 30 days after its first attempt to provide the refund and/or contact you to facilitate refund processing (for example, due to your canceled credit card or closed bank account, or attempts to contact you fail), then Sportbot may treat the amount that you paid as unclaimed property in accordance with applicable law.

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 Reservation, or send emails 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.

Sportbot, d.o.o.
Kamnik, Slovenia