

General Terms and Conditions

Mercedes Restorations s.r.o. · Vlčkovická 223/1a, 500 04 Hradec Králové – Plačice · valid from 1 November 2026

Article 1 - Introduction

1. These General Terms and Conditions (the “Terms”) set out the rights and obligations between **Mercedes Restorations s.r.o.**, company ID No. 21108340, registered office Vlčkovická 223/1a, 500 04 Hradec Králové – Plačice, Czech Republic, registered in the Commercial Register kept by the Regional Court in Hradec Králové, section C, file 52310 (the “Provider”), and its customer (the “Customer”) for repairs, service, maintenance, restoration, diagnostics and inspections of vehicles and for the sale of spare parts.
2. Workshop: Vlčkovická 223/1a, 500 04 Hradec Králové – Plačice. Contact: info@mercedesrest.cz, +420 732 518 016, www.mercedesrestorations.cz.
3. The Provider is not registered for VAT.
4. These Terms form part of every contract between the Provider and the Customer. Different agreements in the work order, quotation or another written agreement take priority over these Terms.
5. If the Customer is a consumer, nothing in these Terms limits the rights given to the consumer by mandatory provisions of Act No. 89/2012 Coll., the Civil Code (the “Civil Code”), and Act No. 634/1992 Coll., on Consumer Protection.

Article 2 - Definitions

- **Job** – all work and parts supplied for one vehicle under one job number.
- **Work order** – the document by which the Customer orders the work, hands over the vehicle and confirms its condition at drop-off.
- **Quotation** – an estimated budget for the price of work and parts.
- **Handover protocol** – the document for returning the vehicle to the Customer; a signed invoice can also serve this purpose.
- **Werkplaats** – the Provider’s internal electronic system for jobs, signatures and documents.
- **E-serviska** – the vehicle’s electronic service book made available online by the Provider.

Article 3 - Conclusion of the contract

1. The contract for work (the “Contract”) is concluded when the Customer signs the work order, or when the Customer confirms the quotation in writing (including electronically).
2. The work order states in particular the Customer and vehicle details (VIN, registration plate, mileage), the requested work, the expected completion date, visible damage to the vehicle and the items handed over (keys, documents, accessories).
3. By signing the work order, the Customer confirms that he or she owns the vehicle or is authorised to decide about the vehicle and its repair. The Customer is responsible for the vehicle not coming from criminal activity and for having the necessary documents for it; the Provider does not check these facts.
4. One work order is issued per job. The Provider may replace an unsigned work order with a new one under the same number; a signed work order is no longer changed and changes are agreed under Article 4.

Article 4 - Price, quotation and extra work

1. The price is based on the hourly labour rate and the price of the parts and materials used, or on an agreed fixed price. The Provider will give the current hourly rates on request; they are stated in the quotation.
2. The quotation is a budget within the meaning of Section 2620 of the Civil Code and, unless expressly marked as fixed, it is **an estimate only**. On older and classic vehicles the extent of hidden defects (corrosion, seized joints, wear of hidden parts) cannot be reliably determined before dismantling. Part prices reflect supplier prices on the day the quotation is issued; if a supplier raises its price or the exchange rate changes, the Provider may adjust the part price (above 15 % only with the Customer’s consent under paragraph 3).
3. If it turns out during the repair that the price will exceed the quotation **by more than 15 %**, or if further work is needed, the Provider will inform the Customer in advance and will only continue with the Customer’s consent. The Customer may give consent by e-mail, WhatsApp/SMS message or by phone; the Provider will record consent given by phone in the job.
4. If the Customer refuses extra work, the Provider will finish the agreed work if technically possible, or return the vehicle in a safe condition. The Customer pays for the work done until then. If the Customer cancels the

job during the work, the Customer pays for the work already done, the parts ordered and the cost of reassembling the vehicle so that it can be safely transported; alternatively, the Customer may take the vehicle dismantled together with the removed parts.

5. Work needed to prevent damage or for the safe operation of the vehicle up to CZK 2,000 may be carried out by the Provider without prior consent if the Customer cannot be reached in time.
6. Diagnostics, inspection and preparing a quotation are charged even if the Customer does not then order the repair, provided their price was given to the Customer in advance.

Article 5 - Spare parts

1. The Provider uses genuine Mercedes-Benz parts, quality parts from other manufacturers (aftermarket), reconditioned or used parts. Unless the Customer asks otherwise, the Provider chooses the part based on availability and suitability; on request it will specify the part in advance.
2. The part price includes the purchase price, transport, sourcing and storage. Parts ordered specifically for the Customer (especially from abroad, made to order or non-returnable) must be paid by the Customer even if the Customer cancels the job.
3. For parts ordered from abroad, the Provider is not liable for delays caused by the supplier or carrier.
4. Parts supplied by the Customer are fitted only by agreement. The Provider is not liable for such parts, and neither the warranty nor liability for defects applies to them, to the work of fitting them, or to defects and damage caused by them (e.g. a wrong, poor-quality or unsuitable part). Repeated fitting or replacement of such a part is charged as new work. Liability for defects under Article 11 still applies to the other work and parts supplied by the Provider in the same job.
5. Replaced parts are given to the Customer on request when the vehicle is collected (except parts returned to the supplier as an exchange/core part). Otherwise the Provider will dispose of them in an environmentally friendly way or keep them within 30 days of handing over the vehicle.

Article 6 - Electronic signature and communication

1. The parties expressly agree to sign work orders, quotations, invoices and handover protocols by electronic signature in the Provider's internal system (Werkplaats), in particular by handwritten signature on a touch device (tablet, phone) or by confirmation via a link sent to the Customer.
2. Documents signed in this way have the same effect as documents signed by hand on paper, and the parties consider them to be in writing. The Customer receives a copy of the signed document by e-mail or in the E-serviska.
3. The parties agree that they may also communicate by e-mail, WhatsApp or SMS messages and by phone. The Customer's consent to a quotation, extra work or a date given by a message from the e-mail address or phone number stated in the work order is binding on both parties.
4. By signing the work order, the Customer confirms that the e-mail address stated in it is correct and is the Customer's main channel of communication for the job. The Provider sends documents for signature, signed documents, quotations, invoices and other notices to this address. The Customer must check this mailbox regularly (including the spam folder) and inform the Provider of any change of e-mail address or phone number without delay. A message sent to the e-mail address stated in the work order is considered delivered unless it is returned to the Provider as undeliverable. The Provider is not liable for the consequences of an incorrect or outdated address.
5. The Provider may issue and send tax documents (invoices) electronically (PDF); the Customer agrees to this.

Article 7 - Repair process and dates

1. The completion date stated in the work order or quotation is **an estimate**. The Provider will inform the Customer of any change without undue delay.
2. The date is reasonably extended in particular by the time needed to deliver parts, the time waiting for the Customer's consent to extra work, the time of work by external suppliers (paint shop, reconditioning of parts, roadworthiness test) and the time when the Provider could not work for reasons beyond its control.
3. The Provider may entrust part of the work to specialised suppliers (e.g. gearbox reconditioning, painting, upholstery); it is liable for them as if it had done the work itself, provided the Provider chose the supplier. If the supplier was chosen by the Customer or the Customer ordered the work directly, the Provider is not liable for that work.
4. The Customer agrees that the Provider may test-drive the vehicle to the extent needed to find a fault or check a repair. The Customer is responsible for the vehicle having valid third-party insurance and being

roadworthy; if the vehicle is not registered or insured, the Customer will state this in the work order and no test drive will take place on public roads.

5. The Provider usually informs the Customer about the progress of the job via WhatsApp or e-mail, including photos.

Article 8 - Payment terms

1. The price is paid when the vehicle is collected, in cash or by bank transfer to the Provider's account No. 131-2320340257/0100 at Komerční banka (IBAN CZ70 0100 0001 3123 2034 0257, SWIFT KOMBCZPPXXX) with the variable symbol stated on the invoice, unless a different due date is stated on the invoice.
2. The Provider may ask for a **deposit**, in particular for parts ordered for the Customer, for expensive parts and for larger restorations. Until the deposit is paid, the Provider does not have to order parts or start work.
3. For long-term jobs (restorations), the Provider may invoice on an ongoing basis for the work done and parts supplied, usually monthly.
4. In case of late payment, the Provider is entitled to statutory default interest. If the Customer is a business, the Customer will also pay a contractual penalty of 0.05 % of the outstanding amount for each day of delay and a flat fee of CZK 1,200 for the costs of recovering the debt.
5. The vehicle is released after the price has been paid, unless the parties agree otherwise.

Article 9 - Collection of the vehicle after the repair

1. The Provider will ask the Customer to collect the vehicle once the work is finished (by phone, e-mail or message).
2. At collection, the Customer inspects the vehicle. The Customer confirms collection by signing the handover protocol or – if no protocol is issued – **by signing the invoice**. Obvious defects and objections must be stated at collection.
3. The Provider releases the vehicle to the Customer or to a person who shows the Customer's written (including electronic) authorisation or whom the Customer has named in advance by message.

Article 10 - Right of retention and storage fee

1. Until the price is paid in full, the Provider may retain the vehicle, keys and documents (right of retention under Section 1395 of the Civil Code).
2. If the Customer does not collect the vehicle within **7 days** of being asked to do so, or does not give instructions within 14 days (e.g. after refusing a repair), the Customer must pay a storage fee of **CZK 400 for each day or part of a day**. The same applies if the vehicle is retained because the price has not been paid.
3. If the Customer does not collect the vehicle even after a further request with an additional period of at least one month, the Provider may proceed under Section 2609 of the Civil Code, including selling the vehicle on the Customer's account; the Provider will point out this consequence in the request.
4. While the Customer is late in collecting the vehicle, the Provider is liable for it only as a custodian (ordinary care).

Article 11 - Defects and complaints

1. The Provider is responsible for the work done and parts supplied being free of defects at handover. Rights arising from defective performance are governed by Section 2615 et seq. of the Civil Code and, where appropriate, by the provisions on purchase.
2. A **consumer** may claim a defect that appears within **24 months** of collecting the vehicle. For used parts that the Customer was informed about, this period is **12 months**.
3. A **business customer** may claim defects within **6 months** of collection, unless the document states otherwise.
4. The Provider may give a longer quality guarantee for new parts; it must be stated on the invoice.
5. The Customer makes a complaint without undue delay after finding the defect, by e-mail to info@mercedesrest.cz, by message or in person at the workshop, stating the job or invoice number and a description of the defect. The Customer brings the vehicle to the workshop if this is needed to assess the defect and the vehicle can be driven.
6. The Provider decides on the complaint and settles it, including removing the defect, without undue delay and no later than 30 days after it was made, unless a longer period is agreed with the Customer. The Provider confirms receipt and settlement of the complaint to the Customer in writing (including electronically).

7. Liability for defects does not cover in particular:

- normal wear and tear and defects caused by improper use, an accident or third-party intervention after handover;
- parts supplied by the Customer, the work of fitting them, and defects and damage caused by these parts;
- work that the Customer refused although informed that it was necessary (e.g. recommended replacement of a related part);
- defects of other parts of the vehicle that were not worked on;
- damage to parts caused by their age during professional dismantling (Article 12(3)).

Article 12 - Liability for the vehicle and items in the vehicle

1. The Provider is responsible for the vehicle from drop-off until it is returned to the Customer and handles it with professional care.
2. The Customer must remove valuables and personal items from the vehicle before handing it over. The Provider is not liable for items in the vehicle that are not listed in the work order. The Customer and anyone accompanying the Customer may enter the workshop only together with the Provider and at their own risk.
3. The Customer acknowledges that on older and classic vehicles, parts, joints, plastics, hoses, wiring or bolts may be corroded, brittle or seized. If such a part is damaged during professional dismantling, the Provider is not liable; it will inform the Customer of its replacement and the extra costs under Article 4.
4. The Provider is not liable for hidden defects of the vehicle that it could not find at drop-off, nor for damage caused by defects that the Customer did not ask to be repaired although informed about them. Towards a business customer, compensation for damage is limited to the price of the job; this does not apply to damage caused intentionally or by gross negligence.

Article 13 - Photo documentation and E-serviska

1. The Provider takes photos and videos of the vehicle at drop-off, during the repair and at handover, in particular to document the condition of the vehicle and the work done. Photos taken at drop-off serve as evidence of the vehicle's condition, in particular of damage that existed before the repair.
2. The Provider keeps an E-serviska for the vehicle containing vehicle details, work done, mileage, parts used and photos. The Customer agrees that the E-serviska is available at an address containing the vehicle's VIN and that a future owner may also use it if the vehicle is sold.
3. The Provider may use photos of the vehicle (without registration plate and personal data) on its website and social media as a reference, unless the Customer refuses this in the work order.

Article 14 - Personal data protection

1. The Provider processes the Customer's personal data (name, contact details, address, vehicle and job details) to perform the Contract, keep accounts and meet legal obligations, and on the basis of its legitimate interest in keeping the vehicle's history.
2. The data are stored in the Provider's system with its processors (hosting, cloud storage) and passed to the Provider's accounting firm. Accounting documents are kept for the period required by law, other data for the duration of the business relationship and for the necessary period afterwards.
3. The Customer has the right to access the data, to have them corrected or erased, to restrict processing, to object and to lodge a complaint with the Czech Office for Personal Data Protection (www.uoou.cz). Details are available at www.mercedesrestorations.cz.

Article 15 - Out-of-court dispute resolution

1. A consumer has the right to out-of-court resolution of a consumer dispute. The competent body is the Czech Trade Inspection Authority, Central Inspectorate – ADR department, Gorazdova 1969/24, 120 00 Prague 2, www.coi.cz/adr.
2. The Provider handles complaints at info@mercedesrest.cz. Compliance with consumer protection rules is supervised by the Czech Trade Inspection Authority.

Article 16 - Final provisions

1. Contractual relationships are governed by the law of the Czech Republic.
2. The Provider may change these Terms; for a job, the version valid on the day the work order is signed applies. The current version is available at www.mercedesrestorations.cz and at the workshop.

3. If any provision is invalid, the other provisions remain valid.
4. This is a translation of the Czech original. In case of any conflict, the Czech version prevails.
5. These Terms take effect on 1 November 2026.