

Welcome to Easywalker B.V. ('Easywalker') online store. When you purchase products from our online store, you agree to be bound by these terms and conditions and any other terms we may supply, including but not limited to our Terms of Service and our Privacy Policy.

PLEASE READ THE TERMS OF SALE CAREFULLY BEFORE PURCHASING OUR PRODUCTS. BY PURCHASING PRODUCTS FROM EASYWALKER, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS AND CONDITIONS. YOU ARE ALSO REPRESENTING AND WARRANTING THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR PLACE OF RESIDENCE TO PURCHASE AND USE OUR PRODUCTS. IF YOU DO NOT AGREE TO THESE TERMS, YOU CANNOT PURCHASE EASYWALKER'S PRODUCTS.

Our online store and the products offered in our online store are for retail sales to private consumers only and not for resale.

If you are interested in wholesale or distribution of our products, please contact us here.

1. PAYMENT

By providing a payment card, you represent and warrant that you are authorized to use the payment card and that you authorize Mollie B.V. — our third party payment processor — to charge your payment card for the total amount of your order (including all applicable taxes and other charges). If the payment information you supply us is rejected or we cannot otherwise process your transaction, your order may be canceled, suspended, or delayed.

It is your responsibility to resolve any payment problems Easywalker encounters while processing your order. If you wish to alter, amend, or change your payment information, you can do so at any time by emailing us at hello@easywalker.com.

2. AVAILABILITY AND PRICING

All Products offered on Easywalker's site are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order and to discontinue offering certain products without prior notice. Prices for our products are subject to change at any time, but changes will not affect any order(s) you have already placed.

3. SHIPPING AND RECEIPT

Prices for the products offered for sale in our online store do not include shipping costs. Our delivery charges and methods are as described on our website from time to time.

Title for products purchased from our online store passes to the purchaser at the time of delivery by Easywalker to the freight carrier, but Easywalker and/or the freight carrier will be responsible for any product loss or damage that occurs when the product is in transit to you. You are responsible for checking all received items upon arrival. Missing or damaged articles should be reported to Easywalker within 14 days upon arrival.

The Products available on the store have been designed, marketed and sold for use by residents of the European Union. All safety warnings, information, instructions, packaging, in-box materials, mobile apps, and support services are provided in all European languages. You are responsible for complying with all applicable laws and regulations of the country for which the product is destined. We are not liable or responsible if you break any such law.

4. RETURNS AND REFUNDS

If you want to return or exchange anything you bought from us, no problem. You have 30 days from the date of delivery to make sure what you ordered from Easywalker is right for you. If you aren't 100% satisfied with your purchase, you can return your order for a refund.

Any product you return needs to be returned complete with all parts and with all its original packaging and accessories, including the retail box, instructions/manuals, and all other items originally included with the product. You are responsible to drop off your item for return shipping at the selected Pickup Parcelshop within the 30 days' return window and to keep the acknowledgment of receipt. Pack it with care as we do. Easywalker reserves the right, at our sole discretion, to determine whether a returned product is in new condition.

We reserve the right to apply a penalty fee in the event the returned product is received outside the return window and/or not in a re-sellable condition.

5. LIMITED WARRANTY

Easywalker warrants all products sold by Easywalker to be free of defects in material and workmanship for a period of two (2) years from the date of delivery unless otherwise specified on the product.

In the case of warranty repairs and warranty the original remaining warranty period or a six (6) months warranty from the date of the repair or replacement applies, whichever is longer.

If a product is found to be defective by Easywalker, Easywalker's only responsibility will be to repair or replace, at its sole discretion, the defective product. Easywalker will not be responsible for any costs, losses or damages incurred because of the loss or use of any of its products, and Easywalker specifically disclaims all claims for consequential and incidental damages.

This limited warranty is subject to several important restrictions:

- This limited warranty only applies to products purchased directly from Easywalker.
- This limited warranty is valid only for the original purchaser of a product, and it cannot be transferred to another person upon the sale, lease, or transfer of the product.
- The standard warranty period starts from the date of delivery and requires proof of purchase irrespective of not you register your product for warranty.
- Any replacement or product can only be provided within the country of purchase.
- This limited warranty does not cover normal wear and tear.
- This limited warranty does not apply to anything other than defects in the manufacturing and workmanship of the product.
- The limited warranty is waived in the event of;
 - (i) any modification or repair done in any way by any person other than by Easywalker approved services or products.
 - (ii) Any damage through misuse, incorrect maintenance, use deviating from what is described in the instructions, use deviating from what can be expected as reasonable use, malicious acts, negligence, accident, natural calamities, or physical force.
 - (iii) Any attempt to combine the product with any third-party product and/or accessories.
 - (iv) Any loss of parts.
- To obtain warranty service, you must first contact Easywalker to determine the problem and most appropriate solution for you.

You use our products is at your own discretion and risk. You will be solely responsible for (and Easywalker disclaims) any and all loss, liability or damages resulting from your use of our products, including loss of life or personal injury.

ALL WARRANTIES IMPLIED BY STATE LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED TO THE DURATION OF THE LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WITH THE EXCEPTION OF ANY WARRANTIES IMPLIED BY STATE LAW AS HEREBY LIMITED, THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AGREEMENTS AND SIMILAR OBLIGATIONS OF MANUFACTURER OR SELLER.

6. DATA COLLECTION

By placing an order for Easywalker's products, you agree and understand that Easywalker may store, share, process and use data collected from your order form or phone/fax/email order for the purposes of processing the order. Easywalker may also share such data with its subsidiaries and affiliates. Easywalker will protect your information in accordance with our [Privacy policy \(easywalker.com\)](https://www.easywalker.com/privacy-policy). Easywalker works with other companies that help it provide our products to you, such as freight carriers and credit card processing companies, and you hereby acknowledge that Easywalker may have to share certain information with these companies for this purpose.

7. LIMITATIONS

Nothing in these Terms & Conditions and in particular within this "Limitation of Liability" section shall attempt to exclude or limit liability that cannot be excluded under applicable law.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) EASYWALKER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS, EVEN IF EASYWALKER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) EASYWALKER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO EASYWALKER OR EASYWALKER'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR SIX (6) MONTHS (IF ANY).

THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. EASYWALKER DISCLAIMS ALL LIABILITY OF ANY KIND OF EASYWALKER'S LICENSORS AND SUPPLIERS.

8. DISPUTES

Any dispute relating in any way to your use of the products or these Terms and Conditions, shall be submitted to confidential arbitration in Amsterdam, The Netherlands, except that to the extent you have in any manner violated or threatened to violate our

intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court having jurisdiction.

You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non convenienc e with respect to venue and jurisdiction in the courts of Amsterdam. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms and Conditions shall be joined to an arbitration involving any other party subject to these Terms and Conditions, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the sale or use of Easywalker's products or these Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. No right or remedy of ours shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses. No instance of waiver by us of our rights or remedies under these Terms and Conditions shall imply any obligation to grant any similar, future or other waivers.

9. CHOICE OF LAW

All matters relating to these Terms and Conditions and any dispute or claim arising under or relating to the products or these Terms, shall be governed by and construed in accordance with the laws of The Netherlands.

10. FORCE MAJEURE

You agree that Easywalker is not responsible for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

11. SEVERABILITY

In the event that a provision of these Terms and Conditions is found to be unlawful, conflicting with another provision of the Terms and Conditions, or otherwise unenforceable, the Terms and Conditions will remain in force as though it had been entered into without that unenforceable provision being included in it. If two or more provisions of these Terms and Conditions are deemed to conflict with each other's operation, Easywalker shall have the sole right to elect which provision remains in force.

12. NON-WAIVER

We reserve all rights permitted to us under these Terms and Conditions as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of these Terms and Conditions or any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

13. ASSIGNMENT

You may not assign your rights and/or obligations under these Terms and Conditions to any other party without our prior written consent. We may assign our rights and/or obligations under these Terms and Conditions to any other party at our discretion.