

# Terms and conditions Zerode Europe B.V.

Version 1.6, December 2023

## Introduction

These are our General Terms and Conditions. These General Terms and Conditions always apply when you use our Website, place an order through our Website by phone or via email and they contain important information for you as a buyer. Please read them carefully. We also recommend that you save or print these General Terms and Conditions so that you can consult them at a later time.

## Article 1. Definitions

- 1.1. **Zerode Europe B.V.:** based in Born, The Netherlands, and registered with the Chamber of Commerce under file number 87514338, trading as Zerode Europe B.V.
- 1.2. **Website:** the Website of Zerode Europe B.V., to be found on [www.zerode.eu](http://www.zerode.eu) and all of its subdomains.
- 1.3. **Customer:** the natural person or corporation who enters into an agreement with Zerode Europe B.V. and/or is registered on the Website.
- 1.4. **Agreement:** any arrangement or agreement between Zerode Europe B.V. and Customer of which the General Terms and Conditions are an integral part.
- 1.5. **General Terms and Conditions:** these General Terms and Conditions.

## Article 2. Applicability of the General Terms and Conditions

- 2.1. The General Terms and Conditions apply to all offers, agreements and deliveries of Zerode Europe B.V., unless explicitly agreed otherwise in writing.
- 2.2. If Customer in his order, confirmation or any other communication alleging acceptance of the General Terms and Provisions includes any provisions that differ from, or are not included in the General Terms and Conditions, such provisions will only be binding upon Zerode Europe B.V. if and in so far as Zerode Europe B.V. has accepted them in writing.
- 2.3. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, Customer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

### **Article 3. Prices and information**

- 3.1. All prices posted on the Website and in other materials originating from Zerode Europe B.V. include taxes and other levies imposed by the government, unless stated otherwise on the website.
- 3.2. The standard shipping costs for a bike are € 85,00. This cost can also be found on the Website and will be displayed during the ordering process. From time to time shipping costs may vary - these will be discussed and agreed between Zerode Europe B.V and the customer.
- 3.3. The content of the Website is composed with the greatest care. Zerode Europe B.V. cannot, however, guarantee that all information on the Website is correct and complete at all times. All prices and other information posted on the Website and in other materials originating from Zerode Europe B.V. are subject to obvious programming and typing errors.
- 3.4. Zerode Europe B.V. cannot be held responsible for deviations in colour that result from the quality of the colours displayed on the screen.

### **Article 4. Conclusion of the Agreement**

- 4.1. The Agreement will be deemed to be concluded at the moment Customer accepts the offer of Zerode Europe B.V. subject to the conditions laid down by Zerode Europe B.V.
- 4.2. If Customer has accepted the offer by electronic means, Zerode Europe B.V. will confirm receipt of acceptance of the offer by electronic means without delay. Until such receipt of acceptance is confirmed, Customer will have the possibility to terminate the Agreement.
- 4.3. If it is found that, in accepting or otherwise entering into the Agreement, Customer has provided incorrect data, Zerode Europe B.V. will have the right to postpone the Agreement until the correct data is received.

### **Article 5. Execution of the Agreement**

- 5.1. As soon as Zerode Europe B.V. has received the order, it will endeavor to send the products to Customer without delay and with due regard for the provisions of paragraph 3 of this article.
- 5.2. Zerode Europe B.V. is authorised to engage third parties in the fulfilment of its obligations under the Agreement.
- 5.3. The delivery term is order-specific and is agreed between Zerode Europe B.V. and Customer before entering into the agreement. The delivery term is laid down in the agreement.

- 5.4. If Zerode Europe B.V. is unable to deliver the products within the agreed term, it will notify Customer accordingly. In that case Customer can decide either to agree to a new delivery date or to terminate the Agreement without incurring any costs.
- 5.5. Zerode Europe B.V. advises Customer to inspect the products upon delivery and to report any defects within an appropriate period, preferably in writing or by email. For further details, see the article about guarantee and conformity.
- 5.6. The risks associated with the products will transfer to Customer as soon as the products are delivered at the agreed delivery address.
- 5.7. If the ordered product can no longer be supplied, Zerode Europe B.V. is entitled to deliver a product which is comparable in nature and quality to the ordered product. In that case, Customer must be notified and will have the right to terminate the Agreement without incurring any costs.

#### **Article 6. Right of withdrawal/return**

- 6.1. This article only applies if Customer is a natural person who is not acting in his or her professional or commercial capacity. Business Customers therefore have no right of withdrawal.
- 6.2. Customer will have the right to dissolve the distance Agreement with Zerode Europe B.V. within 14 days after receiving the product, free of charge and without stating reasons.
- 6.3. The term commences on the day after the product was received by the Customer, or a third party designated by the Customer, who is not the transporting party. If the delivery of a product involves different deliveries or parts, the term commences on the day on which Customer, or a third party designated by Customer, received the last delivery or the last part.
- 6.4. Only the direct costs incurred for the return shipment are for Customer's account. This means that Customer will have to pay the costs of returning the product. Any shipping costs paid by Customer and the purchase price paid for the product will be refunded to Customer if the entire order is returned.
- 6.5. During the withdrawal period referred to in paragraph 2, Customer will treat the product and its packaging with the utmost care. The customer will only unpack the product to the extent necessary to assess whether he wishes to keep the product. The right of withdrawal expires if the product is put into use. If he makes use of his right of withdrawal, he will return the product with all accessories supplied in its original condition and packaging, in accordance with the reasonable and clear instructions provided by Zerode Europe B.V.
- 6.6. Customer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted.

- 6.7. Customer can terminate the Agreement in accordance with paragraph 2 of this article by reporting the withdrawal (digital or in other form) to Zerode Europe B.V., within the withdrawal period. If Zerode Europe B.V. makes it possible for Customer to declare his withdrawal via electronic/digital means, then after receiving such a declaration, Zerode Europe B.V. sends immediate confirmation of receipt.
- 6.8. As quickly as possible, but no later than 14 days after the day of reporting as referred to in paragraph 7, Customer shall return the product, or hand it over to (a representative of) Zerode Europe B.V.
- 6.9. If the return conditions (see paragraph 1 to 8) are met, any amounts already paid by Customer (in advance) will be refunded to Customer as soon as possible, and in any case within 14 days after correct receipt of the return by Zerode Europe B.V. If Customer chose an expensive method of delivery in preference to the cheapest standard delivery, Zerode Europe B.V. does not have to refund the additional costs of the more expensive method.
- 6.10. Information about the applicability or non-applicability of a right of withdrawal will be given well before the Agreement is concluded.

## **Article 7. Payment**

- 7.1. Customer shall pay the amounts due to Zerode Europe B.V. in accordance with the ordering procedure and any payment methods indicated on the Website. Zerode Europe B.V. is free to offer any payment method of its choice and may change these methods at any time. The payment term is 14 days. Zerode Europe B.V. will only ship orders after receipt of the payment.
- 7.2. In exceptional cases of payment after delivery Customer will be given a term of payment of 14 days entering on the day after delivery. If Customer does not complete his payment obligation, he will be indebted the legal interest over the belated payment. Zerode Europe B.V. needs to remind Customer of the belated payment and Zerode Europe B.V. has to give Customer a term of 14 days to complete the payment obligation. After failing this 14 days term Zerode Europe B.V. is allowed to recover any extrajudicial debt collection costs on Customer. These debt collection costs are not higher than: 15% of the open payment with a maximum of € 2.500,-; 10% of the next € 2.500,- and 5% over the next € 5.000,- with a minimum of € 40,-. Zerode Europe B.V. is allowed to deviate from the named amounts and percentages in the advantages of Customer.

## **Article 8. Warranty and conformity**

- 8.1. This article only applies if Customer is a natural person who is not acting in his or her professional or commercial capacity. If Zerode Europe B.V. gives a separate warranty on the products then, without prejudice to the aforesaid, this applies to all types of Customers.

- 8.2. Zerode Europe B.V. guarantees that the products are in conformity with the Agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and with the existing statutory provisions and/or government regulations that are in force from the date of entering into the Agreement. If specifically agreed, Zerode Europe B.V. also guarantees that the product is suitable for other than normal use.
- 8.3. An extra warranty offered by Zerode Europe B.V., manufacturer or importer shall never affect any statutory rights and claims which Customer has and may exercise under the Agreement.
- 8.4. If the delivered product is not in conformity with the Agreement, Customer must inform Zerode Europe B.V. within a reasonable period of time after he has discovered the defect.
- 8.5. If Zerode Europe B.V. deems the complaint to be correct, the faulty product(s) will be repaired, replaced or refunded in consultation with Customer. The maximum amount of compensation is equal to the price paid by Customer for the product.
- 8.6. All Zerode frames come with a lifetime warranty. This warranty assumes that Customer maintains the frame and does not use it beyond its intended limits. Abuse, neglect, improper repair, improper maintenance, alteration, modification, an accident or other abnormal, excessive, or improper use is not covered.
- 8.7. The following conditions apply to the lifetime warranty.
- Lifetime Warranty is only valid for manufacturing defects.
  - Applies to frame-set and machined parts.
  - Valid for intended and appropriate use only.
  - Warranty only applies to the original owner with proof of purchase.
  - Does not include any work associated with the warranty process (i.e. stripping down or re-building a replaced frame).
  - Does not include import tax or duty when shipping internationally.
  - If a replacement is required, Zerode Europe B.V. will endeavour to replace like for like - but if this is not possible an alternative may be offered.
- 8.8. The lifetime warranty is subject to the below exclusions.
- Wear and tear.
  - Paintwork. 2 year warranty applies to paintwork manufacturing defects. Custom painting voids the frame warranty except where carried out by an authorised paint shop or where written authorisation is obtained from Zerode Europe B.V. Where an unauthorised paint shop is used, Zerode Europe B.V. takes no liability for this work and will be not liable for any

costs incurred due to a separate warranty claim, for example where re-painting may be required due to a replacement part.

- Where clear protection is applied, this voids any warranty Zerode Europe B.V. supplies on the paintwork including any damage to the existing paint occurring during removal or fitting.
- Cable rub and other friction damage.
- Bearings and other “wear parts” i.e. the idler wheel and seals.
- Damage occurring due to insufficient maintenance or poor treatment.
- Damage occurring due to the seizing of bolts or components due to insufficient maintenance or over-tightening. To be clear if lack of maintenance causes the linkage or bearings to seize and this results in damage to the frame, this is not covered.
- Damage occurring as a result of over-torqueing, cross threading or other mis-fitting of components.
- Damage occurring due to impact damage of any description.
- Damage occurring where another vehicle or bicycle is involved.
- Damage occurring due to extreme temperature exposure.
- Any component not manufactured by Zerode (i.e. rear shock and other build parts). Refer to the relevant manufacturer for warranty details.
- Crash damage (see crash replacement policy) and other damage caused by the environment (i.e. rock strikes).
- Deliberate damage including attempted theft.
- Damage that occurs during transit (i.e. by an airline or in a vehicle).

## 8.9

### Warranty process:

In most cases a photo of the damage and a description will be sufficient, but if needed to determine warranty, Zerode Europe B.V. may require the part to be sent to Zerode Europe B.V. Frames must be stripped of all non-warranty components and cleaned. Customer will be charged for the pickup service. If the warranty is confirmed the shipping cost will be refunded in full. If the warranty case is declined, Customer will be charged for return shipping, if required. Zerode Europe B.V. will make a final decision on warranty matters. Customer's statutory rights are not affected. For questions or to claim a warranty, Customer has to send an email to: [europe@zerodebikes.com](mailto:europe@zerodebikes.com)

## 8.10 Damage replacement policy

Zerode Europe B.V. offers a damage replacement policy in situations whereby the lifetime warranty does not apply. Zerode Europe B.V. will replace at minimal cost any part manufactured by Zerode that has become damaged during a crash or other riding situations including rock strikes and impact damage. Minimal cost is an endeavour not to profit from a Customer's misfortune. It will be calculated on a case-by-case basis and will cover the total manufacturing and supply cost to Zerode Europe B.V. of the affected component. This policy is valid only for the original owner. Photos and other evidence may be required before a replacement is issued. Zerode Europe B.V. will not be liable for any workshop costs associated with the claim i.e. the strip down or re-build of the replaced frame/components. Customer is liable for the cost of all shipping.

### **Article 9. Complaints handling procedure**

- 9.1. If Customer has any grievances in connection with a product (in accordance with the article on warranties and conformity) and/or about other aspects of Zerode Europe B.V.'s service, it can submit a complaint by telephone, by email or by post. See the contact details at the bottom of the General Terms and Conditions.
- 9.2. Zerode Europe B.V. will respond to the complaint as soon as possible, and in any case within 5 days after having received it. If it is not yet possible for Zerode Europe B.V. to formulate a substantive reaction to the complaint by that time, Zerode Europe B.V. will confirm receipt of the complaint within 5 days after having received it and give an indication of the term within which it expects to be able to give a substantive or definitive reaction to Customer's complaint.
- 9.3. If Customer is a natural person who is not acting in his or her professional or commercial capacity, it can file a complaint through the European Online Dispute Resolution platform, available at: <http://ec.europa.eu/odr/>.

### **Article 10. Personal details**

- 10.1. Zerode Europe B.V. will process the Customer's personal details in accordance with the privacy statement published on the Website.

### **Article 11. Final provisions**

- 11.1. This agreement is governed by the laws of the country of establishment of the webshop.

- 11.2. Insofar as not dictated otherwise by mandatory law, any disputes ensuing from the Agreement will be submitted to the competent Dutch court in the district where Zerode Europe B.V. has its registered office.
- 11.3. If any provision set out in these General Terms and Conditions should prove to be void, this will not affect the validity of the General Terms and Conditions as a whole. In that case, the Parties will lay down one or more new provisions in replacement which will reflect the original provision as much as is possible under the law.
- 11.4. The term 'written' in these General Terms and Conditions also refers to communication by email and fax, provided that the sender's identity and the integrity of the email message have been sufficiently established.

### ***Contact details***

Should you have any questions, complaints or comments after reading these General Terms and Conditions, please contact us by email or letter.

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