

## GENERAL TERMS AND CONDITIONS OF DELIVERY TO CONSUMERS

VERSION 4 / 28-03-2023

### 1. DEFINITIONS

In these General terms and conditions of delivery to Consumers (“Terms”) the following terms have the meanings indicated:

- **“Additional contract”**: a contract through which the Consumer acquires products and/or services in relation to the Distance contract and which products and services are delivered by a third party on the basis of an agreement between that third party and Veloretti;
- **“Agreement”**: any and every agreement entered into between Veloretti and a Consumer concerning the delivery of a Product and/or Services to the Consumer, as well as any change therein and/or any amendment thereto and any actions or legal transactions connected with the execution of that Agreement and, seen in retrospect, any and all actions and legal transactions in preparation or necessary for entering into that Agreement;
- **“Consumer” or “You”**: a natural person who is not acting in the course of his/her/its professional or business activities that places an order with Veloretti, to which Veloretti has made an offer, with whom Veloretti enters into an Agreement or with whom Veloretti is in the process of discussing or negotiating about the conclusion of an Agreement;
- **“Distance Contract”**: an Agreement concluded between Client and Veloretti whereby, in the context of a system for the distance selling of products and/or services, only one or more type(s) of Distance Communication is or are used up to and including the conclusion of the contract;
- **“Durable medium”**: any instrument, including email, that enables the Consumer or Veloretti to store information that is personally addressed to the Consumer or Veloretti in a manner that makes it possible to consult or use the information in the future for a duration that is in line with the purpose for which the information is intended, and that makes unaltered reproduction of the stored information possible;
- **“Order”**: any order issued by a Consumer to Veloretti in any form whatsoever;
- **“Products”**: any and all goods delivered or to be delivered by Veloretti to the Consumer, including but not limited to bicycles, components etcetera, which are the subject of an Agreement;
- **“Right of withdrawal”**: the right that the Consumer has within the Withdrawal Period to cancel the Distance Contract;
- **“Services”**: any and all services performed or to be performed by Veloretti to the Consumer, however described, which are the subject of an Agreement;
- **“Standard withdrawal form”**: the European Standard Withdrawal Form included in Appendix I to these general terms and conditions. Appendix I does not have to be made available if the Consumer does not have a Right of withdrawal with respect to his Order;
- **“Type of Distance Communication”** a means that can be used for communication regarding the offer made by the trader and concluding a contract, without the necessity of the Consumer and Veloretti having to be physically present or represented in the same space at the same time;
- **“Veloretti” or “We” or “Us”**: Veloretti B.V., with its registered office in Amsterdam and with its principal place of business at Moermanskkade 401, 1013 BC Amsterdam, the Netherlands, registered at the Dutch Chamber of Commerce under number 81408331, any legal entity or business affiliated therewith;
- **“Website”**: [www.veloretti.com](http://www.veloretti.com), [www.veloretti.com/nl](http://www.veloretti.com/nl), [www.veloretti.com/fr](http://www.veloretti.com/fr), [www.veloretti.com/co.uk](http://www.veloretti.com/co.uk) or [www.veloretti.com/de](http://www.veloretti.com/de) and our webshop.
- **“Withdrawal period”**: the term within which the Consumer may exercise his right of withdrawal.

## 2. IDENTITY OF VELORETTI

Veloretti B.V.  
Moermanskkade 401  
1013 BC Amsterdam  
the Netherlands

Telephone number: +31(0)20-2611433  
E-Mail: support@veloretti.com

Dutch Chamber of Commerce number: 81408331  
VAT identification number: NL862076675B01

## 3. APPLICABILITY

- 3.1. These Terms apply to and form an integral part of every offer, quotation, proposal, order confirmation of Veloretti and any Agreement between Veloretti and the Consumer governing the legal relationship concerning the delivery of Products and/or the performance of Services by Veloretti to the Consumer, unless Veloretti and the Consumer have explicitly agreed in writing otherwise. We advise you to read these general terms and conditions carefully before engaging with us.
- 3.2. By using the Websites, placing an Order and/or entering into an Agreement, the Consumer accepts the Terms as well as all other rights and obligations as stated on the Website and/or in the Agreement.
- 3.3. In addition to the Terms, Supplementary Terms and Conditions may, if expressly indicated, apply to certain Product and Services. Should one or more provisions of the Supplementary Terms and Conditions be in conflict with these Terms and Conditions, the provisions of the Supplementary Terms and Conditions shall apply in principle, unless otherwise stipulated.
- 3.4. The applicability of purchase conditions or other (general) conditions of or used by the Consumer are explicitly excluded and rejected, unless these are accepted in writing by Veloretti in respect of any specific transaction.
- 3.5. These Terms expressly do not apply to offers to and Agreements with natural persons and legal entities acting in the course of their professional or business activities. Veloretti's General Terms and Conditions of Delivery to Business Consumers, which can be found here [...hyperlink] apply to offers of Veloretti to and Agreements with natural persons and legal entities acting in the course of their professional or business activities.
- 3.6. These Terms come into effect as from [date]. We reserve the right to change the Terms without notice and at any time. The Terms posted on the Website and/or provided to you at the time of placing your Order will govern that particular Order and the resulting Agreement.

## 4. OFFERS, EFFECTUATION OF AGREEMENTS

- 4.1. All offers and quotations issued or made by Veloretti are without engagement and free of obligation for Veloretti. That means, among others, that Veloretti may revoke an offer up to three working days from receipt of its acceptance. Veloretti reserves the right to adjust its prices whenever it wants. Any price quotation supersedes a former quotation. A quotation or offer expires if it has not been accepted within the period of validity, as indicated in the quotation or offer, by means of a written Agreement by the Consumer.
- 4.2. Veloretti is not bound by any offer or quotation if the Consumer can reasonably understand that the offer or quotation, or a part thereof, contains a mistake or a clerical error.
- 4.3. An Agreement, as well as any modifications thereof and additions thereto, shall only be concluded at the moment Veloretti accepts or confirms an Order from the Consumer in writing or if Veloretti executes an Order.

- 4.4. If the reply to an offer by the Consumer differs or contains additions, limitations or other modifications from the offer of Veloretti (whether or not the difference/addition/limitation/modification pertains to points of minor significance), Veloretti shall not be bound by the difference, additions, limitations or other modifications, unless Veloretti states explicitly otherwise in writing.
- 4.5. If Veloretti provides an offer or quotation for the delivery of Products and/or Services consisting out a certain amount or range of Products and/or Services, the quotation shall only apply if the Consumer accepts the offer in full and takes delivery of the full range and number and range of Products and/or Services. If the Consumer only wants a part and/or not the complete number or range of offered Products and/or Services, the price per Product and/or Service shall be higher than a corresponding proportion of the quoted price, unless Veloretti stated explicitly otherwise in writing in its offer or quotation.
- 4.6. Documentation materials in or accompanying any offer or, quotation in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to Veloretti. Documentation, samples, photo's, images, drawings or models shown or provided are only indications of the Products and/or Services concerned, and Consumer cannot derive any rights therefrom. Veloretti does not guarantee the absence of any deviations. Veloretti makes a reservation with regard to in the branch usual margins. The same applies for what is displayed on the Website. Veloretti cannot be held liable if an image or characteristic etc. differs (somewhat) from the actual Product or Service. Veloretti will not be responsible for any typographical or other errors in information. Obvious mistakes or errors in any information provided by or on behalf of Veloretti will not bind Veloretti.
- 4.7. If Consumer provides or must provide any data, information or specifications for the execution of the Agreement, Consumer will be fully responsible for these data, information or specifications, and the timely supply thereof. Veloretti accepts no liability with regard to such data, information or specifications.
- 4.8. An offer or quotation of Veloretti is a one-time offer. Offers and quotations of Veloretti, and or any agreed deviations or additions thereto, do not automatically apply to future orders. The Consumer cannot derive any rights from any offers, quotations and/or any agreed deviations or additions thereto, for other and/or future transactions.

## **5. ORDERING**

- 5.1. The confirmation of receipt by automated email of an online Order (placed) by the Consumer (through the Website) does not constitute any acceptance by Veloretti, but rather informs the Consumer that Veloretti has received the Order. Therefore, this automated confirmation of receipt of the Order does not mean that Veloretti has accepted the Consumer's Order, nor that an Agreement between the Consumer and Veloretti has concluded.
- 5.2. Any Order is subject to acceptance by Veloretti, availability and full payment. Only after Veloretti has accepted a Consumer's Order or after Veloretti starts to perform the Agreement, parties officially have entered into an Agreement together.
- 5.3. Veloretti reserves the right to refuse, not to accept any Order or request in the following events, which is not limited:
  - If payment attempt for whatever reasons fails;
  - In case of insufficient stock;
  - Veloretti's shipping partner does not deliver to the Consumer's area and/or specified delivery address;
  - In case the Consumer has not reached the age of at least 18 years old;
  - One or more of the Products the Consumer ordered was listed at an incorrect price;
  - Due to a typographical error, an error in Veloretti's invoice or any other error occurred
  - The Order differs from the offer;
  - In case Veloretti has reason to suspect that there is a risk of a fraudulent transaction;

5.4. (By placing an Order) the Consumer declares, represents and warrants to Veloretti that:

- He/she is an adult who's at least 18 years old;
- The Consumer has the power and authority to execute the Agreement and to perform its obligations under the Agreement, including the obligations under these Terms.
- It has and will only provide true, complete and up to date (contact) information that includes Consumers full real name, a valid email address, a valid phone number and a valid delivery address in case of delivery to such address.

5.5. Veloretti is entitled not to process an Order until full payment has been made or all the information needed to verify the Consumer's creditworthiness has been received. If, based on this check, Veloretti has good grounds for not entering into the Agreement, Veloretti is entitled to refuse an order or request.

## **6. PERFORMANCE OF PARTIES**

6.1. Veloretti is not obliged to carry out or deliver performances itself and reserves the right to outsource such obligations to another party.

## **7. DELIVERY AND EXECUTION**

7.1. Veloretti shall exercise the care when booking Orders and executing Product orders and when assessing requests for the provision of Services.

7.2. The date for delivery or any delivery times specified by Veloretti or agreed upon by the parties, are in all cases estimated dates/times and shall never be considered as final, a deadline or guaranteed and shall in all cases be merely indicative. The mere fact that a delivery date and/or time specified by Veloretti or agreed between the parties has been exceeded, shall not mean that Veloretti is in default. The Consumer shall have no right to damages or to suspend any of its obligations or cancel the order and/or rescind the Agreement, for failure by Veloretti to meet any delivery date and/or time stated or agreed upon.

7.3. In case of late delivery or late completion of the Agreement, Veloretti shall only be in default upon notification of default in writing, providing Veloretti with the opportunity to perform within a reasonable period, and Veloretti remains in default of its obligations after the previously mentioned period. The notice of default of the Consumer must contain - as comprehensive and detailed as possible - a description of the breach, in order to ensure that Veloretti has the opportunity to respond adequately.

7.4. The delivery time commences on the date the Agreement is effectuated. If Veloretti requires data or auxiliaries for the execution of the Agreement that have to be provided by the Consumer, the delivery time shall not commence until the Consumer has provided to Veloretti all the required data or auxiliaries, if this is later than the date of effectuation of the Agreement.

7.5. With due observance of the relevant provisions of Article 4 and Article 7 of these Terms, Veloretti will make commercially reasonable efforts to execute accepted orders within 30 business days, unless a different delivery period has been agreed. If the delivery is delayed or if the order cannot be executed or can only be partially executed, Veloretti will make a commercially reasonable efforts to inform the Consumer thereof.

7.6. Delivery of the Products shall be Ex Works (EXW), warehouse Veloretti in the Netherlands, in accordance with the Incoterms 2020 of the International Chamber of Commerce, unless Veloretti and Consumer agreed otherwise in writing. Unless parties agreed otherwise in writing, all Products shall be transported for the account and risk of the Consumer, even if Veloretti has arranged the transport and/or where the dispatch is made carriage paid.

7.7. If Parties have agreed that Veloretti will arrange the transport of the Products to the Consumer, the Products shall be delivered to the address specified by the Consumer.

7.8. The place of delivery is at the address given by the Consumer to Veloretti. If Parties have agreed that Veloretti will arrange the transport of the Products to the Consumer, the Products shall be delivered to the address specified by the Consumer. Veloretti only delivers to Consumers in the Netherlands, Belgium and Germany. Veloretti reserves the right not to accept orders, or to suspend or cancel the order, if a delivery address has been submitted that is not located in the Netherlands, Belgium or Germany.

- 7.9. All risks of any kind, including the risk of damage, shall be borne by the Consumer from the time of delivery of the Products to the specified delivery address or to a representative designated.
- 7.10. With regards to Services, Veloretti only takes on a commercially reasonable efforts obligation.

## **8. THE PRICE**

- 8.1. All prices are in Euros.
- 8.2. All prices indicated in the provision of Products and/or Services are including VAT.
- 8.3. Costs of packing and dispatch, import and export duties and taxes and any other surcharges, levies or taxes imposed or charged in respect of the Products and the transportation thereof and insurance costs shall be for the Consumer's account. You may find Veloretti's latest shipping information including shipping prices at: <https://www.veloretti.com/pages/shipping-warranty>
- 8.4. If an Agreement is entered into and no definite price has been agreed upon, the Agreement will be executed at Veloretti's prices for the Products and/or Services which are valid at the time of the conclusion of the Agreement.
- 8.5. If Veloretti has delivered any Products and/or Services that falls outside of the content or scope of the agreed Products and/or Services, at the request or with the consent of the Consumer, such Products and/or Services shall be paid for by the Consumer in accordance with the agreed rates. If no rates have been agreed, Veloretti's standard rates shall apply.
- 8.6. Any changes in factors affecting the price for the Products and/or Services or Veloretti's additional costs, including, but not limited to purchase prices, exchange rates, import and export duties and other levies due upon import or export, insurance rates, freight rates and other levies or taxes after the conclusion of the Agreement will be recharged by Veloretti to Consumer. In that event, the Consumer has the authority to cancel the Agreement before the day on which the price increase starts.

## **9. PAYMENT**

- 9.1. If the Consumer places an Order through the website, the Consumer can only use the payment methods specified in the order process.
- 9.2. Insofar as not otherwise stipulated in the contract or additional conditions, the amounts owed by the Consumer must be paid within 14 days following the commencement of the Withdrawal Period or, if a Withdrawal Period does not apply, within 14 days following the conclusion of the contract. In case of an Agreement to provide a Service, this period starts on the day that the Consumer received the confirmation of the Agreement.
- 9.3. The Consumer has the duty to inform Veloretti promptly of possible inaccuracies in the payment details that were given or specified.
- 9.4. In case the Consumer has not complied with his payment obligation(s) in time, and Veloretti has pointed out to him that the payment was late and allowed the Consumer a period of 14 days to comply with the payment obligations, the Consumer is to pay the statutory interest on the amount payable and the Veloretti is entitled to charge the Consumer with any extrajudicial collection costs. These extrajudicial collection costs amount to no more than 15% for outstanding amounts up to € 2,500, 10% for the following € 2,500 and 5% for the following € 5,000, with a minimum of € 40. Veloretti may deviate from the aforementioned amounts and percentages in favor of the Consumer.

## 10. TITLE OF OWNERSHIP

- 10.1. Notwithstanding the actual delivery, all Products delivered by Veloretti shall remain the property of Veloretti until such time, and the title to the Products will pass to Consumer only, after the Consumer has fully paid any amounts in connection with Products delivered or to be delivered due to Veloretti, including the contract sum, any surcharges, interest, taxes and expenses that may be due in accordance with the Agreement or these Terms as well as any activities that may have been performed or are to be performed by virtue of such Agreement. The subject to retention of title delivered Products will be for the account and risk of Consumer.
- 10.2. As long as the title to the Products has not passed to Consumer, Consumer shall not be entitled to lease, rent out or sell and deliver the Products to third parties or have third parties use them, to pledge them or otherwise encumber them in any way or position them out of control.
- 10.3. The Consumer should do all that may reasonably be expected of the Consumer to protect Veloretti's rights. Consumer shall preserve the Products delivered to it subject to retention of title carefully and as Veloretti's recognizable and identifiable property.
- 10.4. The Consumer undertakes to ensure the supplied Products covered by retention of title, to keep them insured against normal business risks, including but not limited against fire, damage caused by explosion and water and against theft, and shall provide Veloretti with a copy of the insurance policy immediately upon first request. Veloretti is entitled to the money from any payment from the insurance. Insofar as necessary, the Consumer undertakes in advance to cooperate with Veloretti in all that is or might prove necessary or desirable in that context. Upon Veloretti's first request to that effect, the Consumer shall assign any and all rights towards the insurers involved to Veloretti.
- 10.5. If and as long as Veloretti is the owner of the Products, Consumer shall notify Veloretti without delay in the event that any part of the Products should be lost or damaged, or in the event that the Products should be seized and/or other claims are laid on (any part of) the Products. Furthermore, Consumer shall inform Veloretti upon its first request where the Products in respect of which Veloretti has retained its title, are located.
- 10.6. Veloretti shall at all times be entitled to reclaim the Products delivered to Consumer subject to retention of title in case Consumer has not fulfilled its obligations or Veloretti expects that Consumer will not fulfil its obligations. Consumer hereby unconditionally and irrevocably gives its permission and shall lend every co-operation to Veloretti or to a third party designated by it, to enter all locations and places where Veloretti's property will be located and to remove said property if and when Veloretti wishes to exercise its rights of ownership. The costs of and relating to such reclaim will be for the account of Consumer.

## 11. LIABILITY

- 11.1. Without prejudice to any rights Consumer might have, and to any restrictions imposed on the limitations of liability stated below by the laws of your country of domicile and thus to the extent permitted by law, Veloretti will not accept liability for:
  - a. any interruption to the website;
  - b. any damage or loss resulting from a fraudulent intrusion by a third party, causing any change to the information made available on the website;
  - c. non-fulfilment of orders due to stock shortages;
  - d. products not obtained via the website;
  - e. products damaged by normal wear and tear; or
  - f. products that have exceeded the reasonable lifespan of the product.
- 11.2. Veloretti is not liable for any damages not caused by Veloretti.
- 11.3. Without prejudice to any rights Consumer might have, and to any restrictions imposed on the limitations of liability stated below by the laws of your country of domicile and thus to the extent permitted by law, Veloretti is not liable for damages of any kind arising because Veloretti relied on incorrect and/or incomplete information provided by or on behalf of the Consumer.

- 11.4. Without prejudice to any rights Consumer might have, and to any restrictions imposed on the limitations of liability stated below by the laws of your country of domicile and thus to the extent permitted by law, the total liability on the part of Veloretti for an attributable failure to comply with any of its obligations under any Agreement and/or these Terms, explicitly including any failure to comply with a warranty obligation agreed with the Consumer, based on a tort, or due to any other reason or on any other ground, shall in all circumstances be limited to the direct damages and loss not exceeding the sum of the invoice exclusive of VAT of the Product and/or Service concerned. In no event does Veloretti's total liability for any direct damage, on any legal basis whatsoever, exceed € 350 (three hundred fifty euros). Consumer explicitly waives all other claims it may have against Veloretti.
- 11.5. Without prejudice to any rights Consumer might have, and to any restrictions imposed on the limitations of liability stated below by the laws of your country of domicile and thus to the extent permitted by law, in no circumstances will Veloretti be liable to Consumer for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost savings, damages or loss in connection with or resulting from the use of items, materials, software, services etc. provided by the Consumer or third parties that Veloretti is instructed by the Consumer to use/obtain and damages and loss in connection with the engagement of third parties by Veloretti on the Consumer's instruction etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way from the Agreement or otherwise. Veloretti shall at all times exclude liability for damage for which the Consumer is already insured.
- 11.6. The restrictions and exclusions referred to in articles 11.4 and 16.4 shall no longer apply if and in so far as the damage in question is solely caused by an intentional act or gross negligence on the part of the management of Veloretti.
- 11.7. Except where compliance by Veloretti is permanently impossible, Veloretti shall only be liable, if Veloretti receives notice of default in writing from Consumer immediately, in which a reasonable period is allowed to remedy the failure, and Veloretti remains in default of its obligations after the aforesaid period. The notice of default of the Consumer must contain - as comprehensive and detailed as possible - a description of the breach, in order to ensure that Veloretti has the opportunity to respond adequately.
- 11.8. Consumer's right to any damage compensation is always conditional to the notification thereof to Veloretti in writing immediately upon occurrence. Any claim for damages against Veloretti is extinguished automatically by the mere passage of twelve months after the inception of the claim.
- 11.9. The provisions of this article 11 and all other restrictions and exclusions of liability referred to in these Terms and/or the Agreement are third party clauses which also apply in favour of all (legal) persons, including third parties, that Veloretti engages to execute (a part of) the Agreement and all employees and the directors of Veloretti. The previously mentioned (legal) persons can therefore rely on the provisions of this article 11 as well as all other restrictions and exclusions of liability referred to in these Terms and/or in the Agreement.
- 11.10. The exclusions and limitations of the liability of Veloretti as described in this article 11, are without prejudice to any other exclusions and limitations of liability of Veloretti under these Terms and/or the Agreement.
- 11.11. Veloretti makes efforts to ensure that the Website is virus-free, but unfortunately cannot guarantee that. The Website may contain links to third party websites. Veloretti cannot guarantee the content and functioning etc. of the websites of third parties.

## **12. TERMINATION AGREEMENT**

- 12.1. The Consumer may at all times terminate an Agreement that was concluded for an indefinite time and which extends to the regular delivery of Products (including electricity) and/or Services, with due observance of the termination rules and subject to a period of notice that does not exceed one month.
- 12.2. The Consumer may at all times terminate an Agreement that was concluded for a specific/fixed period and which extends to the regular delivery of Products (including electricity) and/or Services at the end of the specific/fixed period, with due observance of the termination rules and subject to a period of notice that does not exceed one month.
- 12.3. The Consumer can cancel the Agreements mentioned in the preceding paragraphs at least in the same way as they were concluded by him/her.

## **13. COMPLIANCE WITH THE AGREEMENT**

- 13.1. Veloretti guarantees that on the date of delivery the Products and/or Services comply with the Agreement, with the specifications listed in the offer, with reasonable requirements of usability and/or reliability and with the existing statutory provisions and/or government regulations on the day the Agreement was concluded. If explicitly agreed in writing, Veloretti also guarantees that the product is suitable for other than normal use.

## **14. ADDITIONAL GUARANTEE**

- 14.1. Unless it has been agreed otherwise, Veloretti guarantees, subject to the conditions set below, that (i) a new Veloretti bicycle frame delivered by Veloretti to the Consumer is suitable for normal use and is of the quantity and complies with the agreed upon specifications for a lifetime long if the Product is used and maintained in accordance with the provided instructions and (ii) all new original components delivered by Veloretti to the Consumer are suitable for normal use and are of the quantity and comply with the specifications parties agreed upon on the delivery date and for a period of 2 year from the date of purchase, if the Products are used and maintained in accordance with the provided instructions. This warranty only applies to the original owner. Veloretti makes no guarantee or warranty express or implied with respect to the Products sold and/or the Services provided hereunder, including (without limiting the generality of the foregoing) any warranties of merchantability or warranties for fitness or suitability for any particular purpose.
- 14.2. Except where the parties have agreed otherwise in writing, the Products are not fit for any particular purpose and do not possess any particular qualities, and Veloretti will accordingly not be liable for any lack of conformity of the Products.
- 14.3. Veloretti's warranty does not cover and Veloretti shall have no (warranty) obligations whatsoever towards the Consumer, in/with regards to the following events or if the defects or damages are, partly or entirely, caused by or the result from: (i) normal wear and tear, (ii) minor deficiencies or deviations, which fall within the levels of tolerance as accepted in good commercial practice, (iii) incorrect, improper, negligence, injudicious or incompetent use, maintenance, storage, installation or transportation and/or connection etc. of the Products by the Consumer or a third party, (iv) the use of the Products by the Consumer or a third party for a purpose other than that for which they are normally or specifically intended or the use in improper conditions, (v) the maintenance or repair by the Consumer or a third party without Veloretti's prior written consent, (vi) any modification by the Consumer or a third party or the attachment of other items to the Products by the Consumer or a third party, (vii) the act of the Consumer or a third party in contrary to Veloretti's instructions, indications and advice or any manuals, (viii) any government regulation with regard to the Products or the manufacturing or use etc. thereof or the Services, (ix) if the serial number of the Product has been removed, erased, defaced, altered or is illegible in any way, (x) contact with aggressive substances, including aggressive detergents etc.



- 14.4. The Products, including but not limited to tires, grips, saddle and other moving parts (such as chain, cogs and pedals), are subjective to wear and tear.
- 14.5. In the event that a warranty claim is justified, Veloretti shall at its sole discretion deliver a replacement, similar but not necessarily identical, of a defective frame or component(s) (after which the replaced frame or components shall become the property of Veloretti) or make a commercially reasonable effort to repair the frame or components free of charge within a reasonable period upon receipt of the claim or give a price reduction or send a credit invoice. Clearly stated this warranty applies only to original Consumer and is not transferable for the remaining period in the event of a new owner having purchased the Product.
- 14.6. Claims under this warranty must be made directly to Veloretti in writing. If a Consumer wants to claim something under warranty, proof of purchase is required. Always immediately contact us if a part or frame seems to be faulty.
- 14.7. The warranty referred to in this article applies to Products intended for use within the Netherlands. If used outside the Netherlands, the Consumer must personally verify that the Products are suitable for use there and meet the conditions that are set. Please note that it is a Consumer's own responsibility that its bicycle complies with the laws of its country. If it turns out that a bicycle does not comply with the laws of your country, please do tell us, but you cannot hold Veloretti or any of its officers, directors, employees, agents, partners, suppliers and similar, liable.

## 15. INTELLECTUAL PROPERTY

- 15.1. All (intellectual property) rights, whether existing as of the date of the Agreement or in the future, relating to the Products and/or Services and/or the Website and all elements displayed on it or in any offer or other document of Veloretti, including in any case but not limited to trademarks and service marks, all logos, products, images and service names images, illustrations, models, photo's, texts, sounds, 'audio clips, video clips, including without limitation, all trademarks, copyrights, patents, trade secrets, know-how, technology, data, designs, specifications, materials, processes, computer software and (related) documentation and source code and other (intellectual property) rights, are the exclusive property of Veloretti (or its suppliers or licensors). Nothing in the Agreement or these Terms, or the sale of delivery of any Products and/or Services, shall be deemed to transfer or grant to Consumer a license or other right to use Veloretti's intellectual property, except as expressly provided in the written Agreement. The Consumer has the right to visit the Website, but any other use is expressly prohibited, without the prior written consent of Veloretti. The aforementioned means, among other things, that the Consumer is not permitted to use, publish, reproduce and/or edit the information stated on the Website or otherwise provided by Veloretti, without prior express permission, except for personal and private use.
- 15.2. Veloretti expressly disclaims any intellectual property warranties; and Consumer expressly assumes all risks of infringement by reason of its use or sale of the Products and/or Services, singularly or in combination with other materials, or in any processing, other operation etc. Veloretti is not liable for damage as a consequence of infringement on patents, licenses, or other third-party rights.
- 15.3. Consumer undertakes not to infringe or to attack Veloretti's (intellectual property) rights in any way, directly or indirectly, by use or otherwise and acknowledges that Veloretti is the beneficiary with regard to these rights.
- 15.4. It is not permitted to the Consumer to (let) modify or (let) remove any indication in or on Products and/or Services delivered to him and/or any documents accompanying, with regard to rights, warnings, information or indications of brands or (brand) names of Veloretti or third parties or identifying marks. The Client shall not copy, modify, reverse engineer, decompile, disassemble or otherwise tamper with the Product and/or the Services.
- 15.5. Consumer shall ensure that all information received from Veloretti that is known or should reasonably be known to be of a confidential nature is kept secret and Consumer will not disclose any of such information to any third party. The Consumer shall only use such confidential information for the purpose for which it has been provided to it by Veloretti. Information shall in any event be regarded as confidential if it is designated as such by Veloretti.

## 16. COMPLAINTS PROCEDURE

- 16.1. Veloretti has a complaints procedure which has been made available to the Consumer and will act upon any complaints in line with this procedure.
- 16.2. Complaints about the performance of the Agreement must be fully and clearly described and submitted to Veloretti within a reasonable period of time following the Consumer's discovery of the shortcomings.
- 16.3. The Consumer must in any case give Veloretti 4 (work)weeks to resolve the complaint in joint consultation.
- 16.4. It is also possible to register complaints via the European ODR platform (<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>)

## 17. FORCE MAJEURE

- 17.1. Force majeure means, in addition to the circumstances intended in the law and case law, all external causes, whether they could have been foreseen or not, over which Veloretti has no control, but due to which Veloretti is not capable or makes it unreasonably burdensome for Veloretti to fulfill its obligations or any part thereof, temporarily or permanently, including but not limited to COVID-19, epidemics, strikes at Veloretti or at third parties, lock-outs and other industrial disputes, electricity failure, breakdown of systems or network access, faults effecting the internet, computer network or telecommunication facilities, lack or raw materials, whether circumstances, earthquakes, flood, fire, loss or theft of tools, the circumstance where suppliers and/or sub-contractors of Veloretti fail to comply with their obligations at all or on time, import or commercial restrictions, legal restrictions, government measures, general transport problems, the defectiveness of items, hardware, software or materials provided by third parties that Veloretti has been instructed to use by the Consumer, the unavailability of one or more members of staff etc.
- 17.2. Veloretti shall not be liable to the Consumer for any failure to perform its obligations, for as far as that failure is caused or relates to Force Majeure. In case of Force Majeure, the delivery and other obligations of Veloretti are suspended for the duration of the Force Majeure event. If this period lasts more than (3) three months, Veloretti is entitled to terminate the Agreement without obligation to compensate the Consumer for any damages.
- 17.3. Insofar as Veloretti has already partially fulfilled its obligations arising from the Agreement, or shall be able to fulfil its obligations in part, at the time the Force Majeure event originates, Veloretti shall be entitled to invoice for the fulfilled part or as the case may be, the part that will be fulfilled and the Consumer shall be obliged to pay this invoice as if it were a separate Agreement.

## 18. MISCELLANEOUS

- 18.1. Nothing in the Terms or in Consumers' use of the Website creates, or is intended to establish, any partnership, joint venture or agency between the Consumer and Veloretti.
- 18.2. If at any time, one or more provisions of the Terms and/or the Agreement are fully or partially void or voidable or unenforceable, the remaining provisions of these Terms and/or the Agreement will remain in full force and effect. In such an event, Veloretti and the Consumer will consult each other in order to agree on new provisions which are not void, voidable and/or unenforceable to replace the void or voidable or unenforceable provisions and which new provisions as closely as possible corresponds with the void, voidable and/or unenforceable provision, whereby the intent and meaning of the original provisions shall be taken into consideration as far as possible.
- 18.3. The section titles in the Terms are for convenience only and have no legal or contractual effect.

## **19. DISPUTES**

- 19.1. Disputes between Veloretti and the Consumer to which these Terms apply are exclusively governed by Dutch law.

## **20. CONDITIONS THAT ONLY APPLY TO DISTANCE CONTRACTS**

- 20.1. In case of a Distance Contract in addition to the provision set forth in article 1 up to and including article 19 of these Terms the provisions set forth in article 19 up to and including 24 of these Terms are equally applicable.

### **21. Distance Contract: right of withdrawal**

- 21.1. The Consumer may terminate a Distance Contract that relates to the purchase of a Product without giving reasons within a Withdrawal Period of fourteen (14) calendar days. Veloretti may ask the Consumer for the reasons but may not oblige the Consumer to state the reasons.
- 21.2. The Withdrawal Period referred to in article 21.1 commences on the calendar day after the one on which the Consumer, or a third party designated by the Consumer in advance who is not the carrier, received the product, or:
- if the Consumer placed a single order for several products: on the calendar day on which the Consumer or a third party designated by the Consumer receives the last product. Provided that Veloretti informed the Consumer in a clear manner prior to the order process, Veloretti may refuse an order for several products with different delivery times.
  - if the delivery of a product consists of different consignments or parts: on the calendar day on which the Consumer or a third party designated by the Consumer receives the last consignment or the last part;
  - in the case of contracts for the regular delivery of products for a certain period of time: on the calendar day on which the Consumer or a third party designated by the Consumer receives the first product.
- 21.3. The Consumer can terminate an Agreement for services or an Agreement for delivery of digital content that is not delivered on a physical carrier without giving reasons during at least 14 days. Veloretti may ask the Consumer for the reasons but may not oblige the Consumer to give the reasons. The Withdrawal period referred to in the previous sentence starts on the day following the conclusion of the Agreement.

### **22. Obligations of the Consumer during the Withdrawal Period**

- 22.1. During the Withdrawal Period, the Consumer must handle the product and packaging with care. The Consumer will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The basic principle in this regard is that the Consumer may only inspect and use the product in the way that he would be allowed to do in a physical shop.
- 22.2. The Consumer will only be liable for a decrease in the value of the product that is the consequence of the product having been handled in a manner over and above the manner described in article 22.1
- 22.3. The Consumer will not be liable for a decrease in the value of the product if Veloretti did not provide the Consumer with all of the information required by law regarding the Right of Withdrawal prior to or on the conclusion of the Distance Contract.

### **23. The Consumer's exercise of the right of withdrawal and associated costs**

- 23.1. If the Consumer elects to exercise his Right of Withdrawal, he must notify Veloretti, within the Withdrawal Period, using the Model Withdrawal Form or another unequivocal means of giving notice to Veloretti that he is exercising this right.
- 23.2. The Consumer must return the product or hand the product over to Veloretti or to an authorised representative of Veloretti as soon as possible and in any case within fourteen (14) calendar day of the calendar day following the one on which the notice referred to in article 23.1 was given. The Consumer does not need to do this if Veloretti has offered to collect the product. The Consumer will in any case have complied with the term for returning the product if he returns the product prior to the end of the Withdrawal Period.

- 23.3. The Consumer must return the product and all accessories delivered in the original state and packaging if reasonably possible and in accordance with Veloretti's reasonable and clear instructions.
- 23.4. The risk and burden of proof with respect to the proper exercise of the Right of Withdrawal within the applicable period of time lies with the Consumer.
- 23.5. The Consumer will bear the direct costs of returning the product and return shipments are for the risk of the Consumer.
- 23.6. If the Consumer cancels after having expressly asked for the performance of the service to commence during the Withdrawal Period, the Consumer will owe Veloretti an amount that is proportional to the part of the contract already performed by Veloretti at the time of the cancellation, compared to full performance of the contract.
- 23.7. The Consumer will not bear costs for the performance of services if the Consumer did not expressly ask for the service to commence during the Withdrawal Period.
- 23.8. The consumer will not bear any costs for the full or partial delivery of digital content that is not delivered on a material carrier if:
  - a. they have not given their prior express consent to the commencement of the performance with the agreement before the end of the Withdrawal Period;
  - b. they have not acknowledged that they lose their right of withdrawal on giving their consent;  
or
  - c. Veloretti has omitted to confirm this statement by the consumer.
- 23.9. If the Consumer makes use of their Right of withdrawal, all ancillary contracts are terminated by operation of law.

#### **24. Obligations of Veloretti in the event of withdrawal**

- 24.1. If Veloretti makes it possible for the Consumer to give notice of withdrawal by electronic means, Veloretti will send confirmation of receipt without delay after receiving this notice.
- 24.2. Veloretti may defer repayment until it has received the Product.
- 24.3. To effect repayment, Veloretti will use the same method of payment that the Consumer used, unless the Consumer agrees to a different method. The repayment will take place at no cost to the Consumer. If the Consumer opted for a delivery method that was more expensive than the most inexpensive standard delivery method, Veloretti will not be required to repay the additional costs of the more expensive method.

#### **25. Exclusion of the Right of Withdrawal**

- 25.1. Veloretti has excluded the applicability of the Right of Withdrawal for the following products and services, which means that the Consumer does not have a Right of Withdrawal in respect of the following:
  - a. Products or Services with a price that is subject to fluctuations in the financial market on which Veloretti has no influence and which may occur within the period of withdrawal;
  - b. Agreements that are concluded during a public auction. A public auction is defined as a selling method whereby the Entrepreneur offers products, digital content and/or services to the Consumer who is personally present or has the possibility to be personally present at the auction under the direction of an auctioneer and whereby the successful bidder is obliged to purchase the products, the digital content and/or the services.
  - c. Services agreements, after full performance of the Service, but only if
    - i. the performance started with the Consumer's explicit prior consent; and
    - ii. the Consumer stated that he will lose his right of withdrawal as soon as the Entrepreneur has fully performed the agreement.
  - d. Services agreements for making accommodation available when a certain period of implementation is provided and other than for residential purposes, goods transports, car rental services and catering;

- e. Agreements related to leisure activities when a certain date or period of performance is arranged in the agreement;
- f. Products manufactured in accordance with the Consumer's specifications which are not prefabricated and which are produced on the basis of a Consumer's individual choice or decision or which are intended for a specific person;
- g. Perishable products or products with a limited durability.
- h. Sealed products which are for health or hygiene reasons not suitable for being returned and of which the seal was broken;
- i. Products which for their nature are irreversibly mixed with other products;
- j. Alcoholic drinks of which the price has been agreed upon at the conclusion of the agreement but of which the delivery can take place only after 30 days, and whose real value depends on fluctuations in the market which Veloretti cannot affect.
- k. Sealed audio and video recordings and computer programs of which the seals were broken after delivery;
- l. Newspapers, periodicals or magazines, with the exception of subscriptions to them;
- m. The delivery of digital content other than on a physical carrier, but only if:
  - i. the performance was started with the Consumer's explicit prior consent;
  - ii. the Consumer stated that he will lose his right of withdrawal by doing so.

VELORETTI®

**APPENDIX I: model withdrawal form**

Model withdrawal form

Only complete and return this form if you wish to withdraw from the contract.

To: [address]

I / We\* hereby give notice that I / we\* withdraw from my / our contract of sale of the following goods / for the provision of the following service \*,

Ordered on (\*)/received on (\*),

Name of Consumer(s),

Address of Consumer(s),

Signature of Consumer(s) (only if this form is notified on paper),

Date

(\*) Delete as appropriate.