



TERMS AND CONDITIONS

VERSION 1.0 / 26-08-2013

INTRODUCTION AND ACCEPTANCE OF THE TERMS

Welcome to Veloretti Bicycles B.V. ("Veloretti", "we", "us") and thank you for using our website www.veloretti.nl and our webshop (collectively the / our "Website"). We sell no-nonsense bicycles.

The content of our website is provided as is and is for your general information and use only. It is subject to change without notice. These terms and conditions ("Terms") apply to all sales and purchases made through our website and govern the relationship between you and Veloretti and its officers, directors, employees, agents, partners, suppliers, content providers and similar. The applicability of the terms and conditions of third parties and/or you is expressly excluded.

We have no desire to trick you into signing something that you might later regret. We just want to sell no-nonsense bicycles and we want satisfied customers that keep coming back to us, so we love to keep things clear and in the open. Therefore, it is important to us to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. Please do not be intimidated by the fact this is a legal document. We have tried to keep it as simple as possible but there is some legal text. Some of the provisions are based on common sense and law dictates others. If you do not agree to the Terms you must not use any services made available through our Website, which means that for instance you cannot purchase any of our bicycles.

Please read the Terms thoroughly before you tick "I accept" as the Terms contain important information regarding your legal rights, remedies and obligations and they do include various limitations and exclusions, and a clause that governs the jurisdiction and venue of disputes. By ticking the **"I accept"** button you've officially "signed" the Terms and you agree to be bound by them and any modifications that we may make to the Terms from time to time. That means that you have entered into a legal agreement.

The Website is owned and operated by **Veloretti Bicycles B.V.**, a private company with limited liability incorporated under the law of the Netherlands with its registered office at **Koningsplein 1, 1017 BB, Amsterdam**, the Netherlands.

Any **NOTICES** that you wish to send us should be **send by email** to the email address provided on our **Contact page** <http://veloretti.com/contact-details/>. All notices addressed to you shall be given to the email address that you provided us with.

OFFERS

All offers are without engagement and free of obligation. That means that we may revoke an offer up to three working days from receipt of its acceptance. We reserve the right to adjust our prices whenever we want. Any price quotation supersedes a former quotation.

VAT (Value Added Tax) - in Dutch: BTW (omzetbelasting)

All prices on our Website are including 21% Dutch VAT. For every bicycle that we ship to a European country we must (the Dutch tax authorities make us do so) charge 21% Dutch VAT. If the country of delivery is located outside the European Union we will charge 0% VAT and we shall adjust your price accordingly.

SHIPPING COSTS

Prices are excluding shipping costs. You may find all our latest shipping information including shipping prices at: <http://veloretti.com/delivery/>

ORDERING

Upon receipt of your order we will send you an automated email acknowledging that your order has been received by us. This does not mean we have accepted your order yet and we have not yet entered into a contract together.

Your order is subject to acceptance by Veloretti and availability and full payment.

We will review your order and within 24 hours we will send you an email either accepting or declining your order. Only after we have accepted your order we officially have entered into a contract together and your bicycle will be shipped to you.

We reserve the right to postpone, cancel or change any order, even after acceptance of your order, for any reason including, but not limited to:

- If payment attempt for whatever reasons fails
- Insufficient stock
- Our shipping partner does not deliver to your area
- One or more of the goods you ordered was listed at an incorrect price
- Due to a typographical error, an error in the invoice or any other error
- The order differs from the offer
- We have reason to suspect that there is a risk of a fraudulent transaction

ELIGIBILITY

To be able to place an order you must:

1. Be an adult who's at least 18 years old;
2. If you sign up on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.
3. Provide true, complete and up to date contact information that includes your full real name and a valid email address.

PAYMENTS

All payments shall be immediately, in full upon ordering, in Euro's. If a payment attempt fails your order shall be canceled. More information regarding payments can be found on our FAQ page

<http://veloretti.com/faq/>.

TITLE OF OWNERSHIP

The title of ownership does not transfer to you until all payments have been paid completely and Veloretti has received the payment in full.

PARTIAL DELIVERIES

We are allowed to partial deliveries of the bicycles or its parts. In the event of partial deliveries we are entitled to invoice each delivery separately.

DELIVERY TIMES, METHOD AND SHIPPING FEES

You may find all our latest shipping information at: <http://veloretti.com/delivery/>. The date for delivery is given as accurately as possible but is not guaranteed. You shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.

WARRANTY AND RETURNS

You may find all our latest warranty and returns information at: <http://veloretti.com/warranty-returns/>

SLIGHT DIFFERENCES

Whilst every effort is made to ensure that the bicycle received is identical to the model ordered on our Website, our manufacturers and we reserve the right to change the specification. That means that it is well possible that for instance the color or details of the bicycle or its parts that is shipped to you differs slightly from the one you have seen on our Website.

SHORTAGES AND DEFECTS APPARENT ON ARRIVAL

You shall have no right to claim for shortages or defects apparent on inspection unless you inspects the bicycle at the moment of delivery to you and a written complaint is made to us within 7 days of receipt of the bicycle and Veloretti is given an opportunity to inspect the goods (for instance via Skype or you can send photo's via email) and investigate any complaint before any use is made of the goods.

PRIVACY

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use the Website and how we collect and can use your personal information. We encourage you to read the Privacy Policy, and to use it to help you make informed decisions. Our privacy policy may be found at <http://veloretti.com/privacy-policy/>

LIMITATION OF LIABILITY

You really should only trust your mother and therefore, consideration should always be given to the nature of advertisements and contracts transacted via the Internet, and the risks involved. You must therefore proceed with care and judgement and common sense when using the Internet, including our Website. You assume full responsibility for any loss that results from your use of the Website. In all events our liability to you and any other third party in any circumstance arising out of or in connection with the Website or any purchase made through the Website shall be limited to the amount which is paid out under our liability insurance. Any liability not covered by our liability insurance shall be limited to the amount that you have paid to us for consideration of your order prior to the action giving rise to liability, with a maximum of €350 in total for all claims.

If we are in breach of the Terms, we will only be responsible for any losses you suffer as a result and to the extent that they are a foreseeable consequence of both of us at the time you use the Website and made a purchase through it. We shall not be liable for any indirect losses suffered by you which are a side effect of the main loss or damage and which are not reasonably foreseeable by both of us at the time of use of our site.

Please note that it is your own responsibility that your bicycle complies with the laws of your country. If it turns out that your 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.

NO WARRANTIES

We make no claims as to the quality, safety or legality of any of the content on the Website. Neither can we confirm the accuracy of the content and it is subject to change. We do not have an obligation to conduct background checks on third parties on our Website. You understand and agree that you download or otherwise obtain material or data through the use of the Website at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

THIRD PARTY LINKS

We may provide, or third parties may provide, links to websites or resources operate dby third parties. Even if the third party is affiliated with us, we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or made available through such websites or resources. Nonetheless, we seek to protect the integrity of our website and the links placed upon it and therefore we ask for your feedback on not only our own website, but for sites we links to as well (including if a specific link does not work).

INDEMNITY

You agree to indemnify and hold Veloretti, its directors, employees, agents, partners, suppliers or content providers, harmless from any losses (including attorney fees) that result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision.

MODIFICATIONS

We may update the Terms at any time. When we do, we will revise the "date of last revision" at the top. It is your responsibility to review the most recent version of the Terms frequently and remain informed about any changes to it. By continuing to use the Website and the Platform, you consent to any updates to the Terms. This version of the Terms supersedes all earlier versions, and comprises the entire Terms between you and us.

TRADEMARKS AND COPYRIGHTS

We respect the intellectual property of others, and we ask you to do the same. All content on our website, including, but not limited to Veloretti's trademarks and service marks, and all logos, products, images and service names images, illustrations, audio clips, video clips (the "Trademarks") are protected by international copyright and are the intellectual property of Veloretti. You are free to use the images of our bicycles solely for your own non-commercial use but you shall not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Trademarks in such a way that implies a relationship, affiliation, or endorsement by us of your product, service, or business and you shall not use any of our Trademarks as part of your own product, business, or service's name and you shall not alter our Trademarks in any way, or combine them with any other graphics, without prior written consent from us. Modification of the Trademarks, or any portion thereof, or use of the materials for any other purpose constitutes an infringement of copyright and other proprietary rights.

EVENTS BEYOND OUR CONTROL- FORCE MAJEURE

We will not be in breach of the Terms, or otherwise liable for any failure or delay in performance, if, due to for instance force majeure, fulfillment or prompt fulfillment of the contract cannot reasonably be demanded of us and we shall be entitled either to postpone fulfillment or to cancel or dissolve the contract. Force majeure, being any situation beyond our control including, without limitation; strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident and similar situations including shortage of inventory either within our own operations or in the operations of third parties from whom we must wholly or partially obtain the necessary materials as well as any other causes outside our responsibility or risk, all of this without prejudice to circumstances that may by law be regarded as force majeure.

INTERRUPTIONS IN OUR SERVICE

Whilst we take every care to maintain the continuity of the Website, the Internet is not always a stable medium, and errors, omissions, interruptions of service and delays may occur at any time. As a result, we do not accept any ongoing obligation or responsibility to operate the Website or any particular part of it.

NO PARTNERSHIP OR AGENCY

Nothing in the Terms or in your use of the Website creates, or is intended to establish, any partnership, joint venture or agency between us.

NO WAIVER

If we fail to exercise or enforce any right or provision of the Terms this shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.

SITUATIONS OUTSIDE THE SCOPE OF THE TERMS

If a situation or a circumstance occurs for which the provisions of the Terms do not provide a clear answer, we both agree that we will give effect to our intentions as reflected in the provisions of the Terms and that the other provisions of the Terms will remain in full force and effect.

INVALIDITY

If any provision of the Terms is found to be invalid by a court of competent jurisdiction, we both nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms will remain in full force and effect. If a provision of the Terms (or part of any provision) is found illegal, invalid or unenforceable, the enforceability of any other part of the Terms will not be affected.

TITLES

The section titles in the Terms are for convenience only and have no legal or contractual effect.

LAW AND JURISDICTION

The Terms shall in all respects be governed by the laws of the Netherlands and the competent court in Amsterdam shall have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website or any purchase, although we retain the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant country. You agree to comply with all applicable laws, statutes and regulations concerning your use of the Website.

DISPUTE RESOLUTION

Should a dispute arise between us, then each party shall first attempt in good faith to resolve through **NEGOTIATION** any dispute, claim or controversy arising out of or relating to this Terms. Either party may initiate negotiations by providing written notice by email setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within 5 business days with a statement of its position on and recommended solution to the dispute. In the event that the dispute, claim or controversy is not resolved by these negotiations, then each party shall first use a **MEDIATION** procedure to resolve a dispute before commencing legal proceedings. The mediation procedure is:

- The party who wishes to resolve a dispute must give a written notice of dispute by email to the other party. The notice of dispute must state that the dispute has arisen, and state the matters in dispute.
- When the notice of dispute has been given the parties will appoint a mediator and if they fail to agree, the mediator will be appointed by W;
- The parties must co-operate with the mediator in an effort to resolve the dispute;
- The mediator may engage an appropriately qualified expert to give an opinion on technical matters. The cost will be a mediator's cost;
- If the dispute is settled, the parties must sign a copy of the terms of the settlement;
- If the dispute is not resolved within 10 Working Days after the mediator has been appointed, the mediation must cease;
- Each party must pay a half share of the costs of the mediator's fee and costs including travel, room hire, refreshments etc.

The terms of settlement are binding on the parties and override the terms of the contract if there is any conflict. Either party may commence legal proceedings when mediation ceases.