

General Terms and Conditions

These General Terms and Conditions regulate the sale of products by ModusLink B.V., Wapenrustlaan 11-31, 7321 DL Apeldoorn, The Netherlands via the COBI.Bike online shop (https://get.cobi.bike/de_de/).

Please read these General Terms and Conditions carefully before placing each order. By placing an order you agree that these General Terms and Conditions shall apply to your order.

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1. Scope of application, provider and complete address

- 1.1 These General Terms and Conditions apply to all contracts agreed via our COBI.Bike online shop (https://get.cobi.bike/de_de/) ("Online Shop") between

ModusLink B.V.

Wapenrustlaan 11-31
7321 DL Apeldoorn
The Netherlands

Register entry:

Commercial Register of the Chamber of Commerce of Apeldoorn (Netherlands), Number 08055138

VAT ID No.:

DE188419139

Contact:

Telephone: +49 (0)6131 490 9029,

E-mail address: deutschland@cobi.bike

(hereinafter "the Provider", "we", "us", "our")

and you as our customer (hereinafter referred to as "Customer", "Purchaser", "you").

- 1.2 The business relationship between you and us shall be governed solely by these General Terms and Conditions in the version valid at the time of the order. Divergent general terms and conditions of the purchaser or other deviating provisions or additions are not recognised - even if we have knowledge of them - unless we agree to their validity in writing.
- 1.3 The Customer is a consumer, insofar as the purpose of the ordered product cannot be attributed largely to his commercial or independent professional activities. On the other hand, an Entrepreneur is any natural or legal person or partnership with legal capacity who, in concluding the contract, is carrying out his commercial or independent professional business.

2. Conclusion of a contract

- 2.1 You can select COBI.Bike products from the range in the COBI.Bike online shop and collect them in a so-called shopping basket using the "Add" button. Clicking the "Order and pay" button issues a binding request to purchase the goods in the shopping basket ("Order"). Before submitting your order, you will have the opportunity to review your data and order and correct any input errors. However, the request can only be submitted and transmitted if you have accepted these terms and conditions by ticking the box in front of the "Accept General Terms And Conditions" text box.
- 2.2 By placing an order you accept these General Terms and Conditions and warrant that you are of legal age and fully legally competent. Persons who are not legally competent or who are of only limited legal competence are not permitted to purchase products via the Online Shop. At the same time you warrant that you are legally authorised to use the method of payment you have chosen and that your personal details and contact details are accurate and complete.
- 2.3 Immediately after you submit your order, we will confirm receipt of your order by e-mail (order confirmation). A binding purchase contract will be concluded upon receipt of the order confirmation. The order confirmation will contain the contract text (consisting of the order summary and the GTCs) in a permanent form (e.g. by e-mail).
- 2.4 The contract shall be concluded solely in German.
- 2.5 We shall not store the order text so that it cannot be retrieved after completion of the order process. However, you will receive your order data together with the order confirmation immediately after you submit the order.

3. Delivery, goods availability

- 3.1 Unless otherwise agreed, we shall ship the goods no later than 30 days after the conclusion of the contract.
- 3.2 Shipping shall take place using the service provider specified in the on-line shop to the delivery address specified by you, provided this meets the requirements set down in section 3.7. We shall bear the shipping risk if the Customer is a consumer. If you are a consumer, the risk of damage or loss of the product will transfer to you or your authorised representative or agent at the time of handover.
- 3.3 Shipping dates and delivery times specified by us are only estimated dates and are not binding. If products are displayed in your shopping basket as having "Pre-order" status, delivery of the entire order will be delayed until all items in the order are in stock. We shall inform you by e-mail when a product has been shipped. You will receive a shipping confirmation by e-mail with tracking information on the day your order is shipped from our warehouse.
- 3.4 As an exception, we are entitled to withdraw from the contract and are not obliged to deliver the ordered goods if we have ordered the goods correctly but have not been supplied correctly or on time (congruent covering transaction) and we are not responsible for the unavailability of the product. We shall inform you immediately if the product is unavailable and shall immediately refund you any already paid purchase price.
- 3.5 We shall not be liable if our services are impracticable or delayed, insofar as these circumstances are due to force majeure, disruption of any kind, fire, natural disasters, storms, floods, war, insurrection, terrorism, transport delays, strikes, legitimate lockouts, lack of manpower, energy or raw materials, if these events occurred after the conclusion of the contract and were not foreseeable at the time the contract was concluded, and we are not responsible for them.
- 3.6 Goods can only be shipped to delivery addresses within the Federal Republic of Germany. The shipping and billing address must be in Germany.

4. Reservation of title

- 4.1 The delivered goods shall remain our property until the complete and final payment of the purchase price, as well as any shipping costs ("Reserved Goods"). If the payment is made by instruction or order to a credit card or financial services institution, it shall only be deemed final upon unconditional, non-refundable credit to our account.
- 4.2 You must to notify us immediately in writing regarding foreclosure measures by third parties against the Reserved Goods and must notify the third party that the Reserved Goods are our property.

5. Prices and shipping costs

- 5.1 All prices include the applicable statutory VAT. All prices are stated solely in euros (€/EUR). Shipping prices are listed in item 5.3.
- 5.2 Despite our best efforts, products may be priced incorrectly. As a rule, we check the prices when processing the order. If the correct product price is lower than the quoted price, we shall charge you the lower amount when shipping the goods. If the correct product price is higher than the price quoted on our website, we shall contact you before shipping the goods and confirming shipping and will await your confirmation.
- 5.3 The standard shipping cost is EUR 4.90 per order under EUR 249.00. Additional charges are payable for express shipments. The corresponding shipping costs shall be specified in the order form and shall be borne by you, unless you exercise your right of withdrawal.
- 5.4 If you withdraw your order, we shall bear the direct return costs.

6. Payment terms

- 6.1 In principle you can pay by credit card (VISA, Mastercard, Maestro, American Express), bank transfer or PayPal. We reserve the right to exclude specific payment methods in individual cases.
- 6.2 If you pay by credit card, your credit card will be debited at the time your goods are shipped. Otherwise, your chosen method of payment will be debited when the order is concluded.
- 6.3 The purchase price is payable immediately upon conclusion of the contract. If the due date for payment is determined according to the calendar, then you, the customer, will be in default as soon as this date has passed. In this case, you will be required to pay us default interest of 5 percentage points above the base rate per year.
- 6.4 Your obligation to pay default interest does not exclude the assertion of further damages by us.

7. Warranty for material deficiencies, guarantee

- 7.1 We shall be liable for material deficiencies in accordance with the relevant statutory provisions, in particular Articles 434 et seq. BGB (German Civil Code). The warranty period for goods supplied by us is 12 months for Entrepreneurs.
- 7.2 An additional guarantee only exists for the goods supplied by us if it was expressly issued in the order confirmation for the relevant item.
- 7.3 The following regulation only applies if you are **not** a consumer:
All implied warranties of quality or fitness for a particular purpose are limited to one (1) year from the date of delivery of the product. We disclaim all other express or implied warranties or conditions to the extent permitted by law. Under no circumstances shall we be liable for any loss of data, lost sales or profits or for any special, indirect, consequential or incidental damages, punitive damages, lost business or loss of reputation, irrespective of the cause, arising out of or

in connection with the use of or inability to use the product or service, even if we have been advised of the possibility of such damages. Under no circumstances shall our liability exceed the amount paid by you for the product or service.

Under no circumstances shall we be liable for any loss or damage suffered by any business, business enterprise, trade or profession operated by you or any other person through the use of the products and/or services purchased under these terms and conditions.

8. Liability

- 8.1 Customer claims for compensation are excluded. This shall not apply to claims by the customer for damages resulting from loss of life, physical injury or damage to health or material contractual obligations (cardinal obligations), as well as liability for other damages resulting from intentional or grossly negligent breach of duty by the Provider, its legal representatives or vicarious agents. Material contractual obligations are those that must be met in order to achieve the objective of the contract.
- 8.2 In the event of a breach of material contractual obligations, the Provider shall only be liable for the contractually typical, foreseeable damage if this was caused through minor negligence, unless it relates to claims for damages by the customer resulting from loss of life, physical injury or damage to health.
- 8.3 The restrictions contained in paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the Provider, if claims are made directly against them.
- 8.4 The liability restrictions resulting from paragraphs 1 and 2 shall not apply if the Provider has fraudulently concealed the defect or has assumed responsibility for a guarantee for the quality of the goods. The same shall apply if the Provider and Customer have reached an agreement in relation to the condition of the item. This shall be without prejudice to the provisions of the Product Liability Act.

9. Right of withdrawal and withdrawal policy

- 9.1 Consumers have the following right of withdrawal. The exceptions to the right of withdrawal are contained in items 9.2 and 9.3. Item 9.4 contains a sample withdrawal form.

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the date on which you or a third party named by you, who is not a carrier, has taken possession of the goods.

To exercise your right of withdrawal, you must inform us (ModusLink B.V., Wapenrustlaan 11-31, 7321 DL Apeldoorn, The Netherlands, Phone +49 (0) 6131 490 9029, E-mail address: deutschland@cobi.bike) by means of a clear statement (such as a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached withdrawal form template for this purpose, however this is not stipulated. You can complete and submit the withdrawal form template or any other clear statement electronically on our website (<http://cobi.bike/support>). If you exercise this option, we shall promptly send you a confirmation of receipt of such a withdrawal statement (for example by e-mail).

To observe the withdrawal period, it is sufficient for you to submit the notice of your wish to exercise your right of withdrawal before the expiry of the withdrawal period.

Consequences of withdrawal

If you withdraw from this Contract, we must refund all the payments we have received from you, including the delivery charges (except for the additional costs that result from choosing a delivery method other than the low-cost standard delivery offered by us), immediately and at the latest within fourteen days from the date on which the notice of your withdrawal from this contract has been received by us. In paying this refund, we shall use the same method of payment that you used in the original transaction, unless otherwise agreed with you; under no circumstances will you be charged any fees for this refund.

We may refuse to repay you until we have received the returned goods or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to ModusLink B.V., Smakterweg 100, 5804 AM Venray, The Netherlands without delay and in any event no later than fourteen days from the date on which you inform us of your withdrawal from this contract. This requirement is met if you send the goods before the expiry of the period of fourteen days. We shall bear the cost of returning the goods.

You only have to pay for any possible loss in value of the goods, if this loss of value is due to handling that is not necessary in order to examine the nature, characteristics and functionality of the goods.

End of the withdrawal policy

- 9.2 The right of withdrawal shall expire in the case of a contract for the provision of services, even if we have provided the service in full and only began to provide the service after you gave your express consent and at the same time confirmed your awareness that you would lose your right of withdrawal once we had completely fulfilled the contract.
- 9.3 The right of withdrawal shall expire in the case of a contract for the supply of digital content not on physical data carriers, even if we only began to implement the contract after you gave your

express consent and at the same time confirmed your awareness that you would lose your right of withdrawal once we had started implementing the contract.

9.4 Withdrawal form template

Withdrawal form template

(If you wish to withdraw from the contract, please fill out this form and return it.)

— To ModusLink B.V., Wapenrustlaan 11-31, 7321 DL Apeldoorn, The Netherlands, Phone: +49 (0)6131 490 9029, E-mail address: deutschland@cobi.bike

— I/We (*) hereby withdraw from the contract concluded with me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

— Ordered on (*)/received on (*)

— Name of the consumer

— Address of the consumer

— Signature of the consumer (only required when notice is given on paper)

— Date

(*) Delete as applicable

10. Voluntary money-back guarantee

10.1 In addition to your statutory rights, we also offer the following voluntary money-back guarantee: Products ordered via the COBI.Bike Online Shop can be returned to us within 30 days of receipt of the goods, provided that the goods are complete and in the same condition as when they reached you.

10.2 If you return goods in accordance with this voluntary money-back guarantee, we will refund the purchase price and the return shipping costs, but not the shipping costs of your original purchase. In addition, you also bear the transport risk.

10.3 To return items please use our [Return Portal](#).

10.4 The return guarantee according to this item 10 does not limit your legal rights and therefore is without prejudice to your statutory right of withdrawal as described in item 9.

11. Electronic communication

You agree that the contractual communications may take electronic form.

12. Online dispute resolution procedure, complaints

- 12.1 The European Commission provides an Online Dispute Resolution (ODR) platform. This platform should act as the port of call for any out-of-court dispute settlements, concerning contractual obligations related to online purchase or service agreements. The platform is available at <http://ec.europa.eu/consumers/odr/>.
- 12.2 We are not obliged to participate in any dispute resolution procedure before a consumer arbitration board and have decided against voluntary participation in such a procedure.
- 12.3 We always strive to provide you with superior service. If you have any questions, comments, concerns or complaints in connection with your order via our COBI Online Shop, these can be pursued or submitted using the contact details provided in item 1.

13. Final provisions

- 13.1 The law of the Federal Republic of Germany shall apply to contracts between the Provider and the Customer, excluding conflict of laws provisions and the UN Sales Convention. The statutory provisions restricting the choice of law and the applicability of mandatory regulations, in particular of the state in which the customer is ordinarily domiciled, shall remain unaffected. The choice of law does not mean that the user is deprived of the protections afforded him by those provisions that cannot be derogated by agreement under the law of the state in which he is ordinarily domiciled (favourability principle).
- 13.2 If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and the Provider shall be the domicile of the Provider.
- 13.3 In the event of the legal invalidity of individual points, the contract shall remain binding in its remaining parts. The invalid points shall be replaced by the relevant statutory regulations, if any such regulations exist. Insofar as this would constitute an unreasonable hardship for one of the contracting parties, however, the contract will become invalid as a whole.