

## **GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC)**

### **Scope and General Terms**

All contracts between Florian Macke, Mollardgasse 12a, A-1060 Wien, e-mail florian@metallhase.at or 2-rider@2-rider.com, hereinafter referred to as "seller", and consumers and entrepreneurs, hereinafter referred to as "buyer/s", who use the seller's internet service on the websites metallhase.at and 2-rider.com, are subject to the following general terms and conditions (GTC):

The term consumer refers to individuals, for whom the contract with the seller is **not** connected to their commercial or professional activities. An entrepreneur is a natural person or a legal entity, or an incorporated partnership for whom the contract with the seller is part of their commercial or professional activities.

Consumers within the EU will be charged 20% VAT (value added tax). Consumers in third countries will not be charged VAT. Entrepreneurs within the EU have to present a valid VAT-identification number for the sale to be exempt from VAT in intra-community acquisition (reverse charge mechanism).

The GTC are part of each sales contract. The relevant version of the GTC shall be the one published on the seller's website at the date of contract and attached to the seller's offers. GTC of the buyer are generally not accepted.

The language of the binding contract shall be German. Translations into other languages are for information and convenience purposes only and are not legally binding.

### **Conclusion of Contract and Order Transaction**

On the website the seller is providing information on his goods and services, subject to alteration without notice and is inviting the buyer to express his interest in placing an order to purchase goods, hereinafter referred to as the "object of purchase". All prices are offered and to be paid in Euro.

Upon request of the buyer the seller may make a non-binding offer to the buyer. The offer will include all expected costs and delivery fees as well as the time of delivery.

If the buyer places an order based thereon by snail mail or e-mail, this shall constitute a binding offer for the conclusion of a sales contract. With his order the buyer shall incur an obligation to pay the purchased goods (if his/her order is accepted) and accepts these GTC.

The seller has the right to accept the order within 7 days by sending a confirmation of the order to the buyer. The confirmation of order concludes the sales contract, its date is considered as the date of purchase. Upon confirmation of order the seller is bound to deliver the object of purchase to the buyer and the buyer is obligateded to accept delivery and pay the agreed price. The legally binding contract is concluded therewith.

### **Terms of Payment**

Upon conclusion of the contract the buyer is obliged to make a down-payment of 50% of the purchase price. If this payment is not effected within two weeks after the date of purchase, the seller is entitled to withdraw from the contract, or enforce the down-payment.

The seller is obliged to deliver the object of purchase within the time limit agreed in the contract (confirmation of order). If the seller does not meet this obligation the buyer may withdraw from the contract subject to a 3 week period of grace, and to reclaim the down-payment.

The rest of the purchase price will have to be paid no later than upon delivery or at the date agreed upon. All goods supplied by the seller shall remain property of the seller until full payment has been made.

### **Consumer's Right of Revocation and Right to return the Goods**

The Right of Revocation applies only to contracts with consumers concluded as distance selling transactions (E-Commerce). Contracts concluded on the premises of the seller or at his exhibition stands are not subject to Revocation.

The customer may revoke the contract without giving reasons within two weeks after receiving the object of purchase. To meet the period of revocation it is sufficient to send off the revocation in time.

To exercise the right of revocation the buyer must notify the seller Florian Macke, Mollardgasse 12a, A-1060 Wien, e-mail [florian@metallhase.at](mailto:florian@metallhase.at) or [2-rider@2-rider.com](mailto:2-rider@2-rider.com), of his decision by giving clear notice via letter or e-mail.

### **Consequences of the Revocation of Contract**

If the buyer revokes the contract, the seller shall reimburse all payments received, including the costs of delivery, without undue delay and not later than 14 days from the receipt of the notice of revocation, and the buyer shall return the goods to the seller.

The buyer will not be charged with any reimbursement fees. The seller may withhold reimbursement until he has either received the goods or the buyer has supplied valid evidence of having sent back the goods, whichever is effected earlier.

The buyer is obliged to send back the goods or hand them over to the seller, without undue delay and not later than 14 days after giving the notice of revocation to the seller. The deadline is met if the buyer sends back the goods within the 14 days period. The buyer will have to bear the cost of returning the object of purchase.

### **Deterioration in Value and Limitations/Exemptions to the Right of Revocation**

The buyer is liable for any deterioration in value of the object of purchase, resulting from handling or using the goods other than necessary to establish the nature, characteristics and functioning of the object of purchase.

If the buyer has received the object of purchase in a pre-assembled state s/he is entitled to assemble the goods to establish the nature, characteristics and functioning. The buyer is obliged to send back the goods in pre-assembled state. The buyer has to bear the cost of returning the object of purchase, as well as the risk of loss and damage. He shall not be entitled to any compensation for assembling or disassembling the goods.

If the assembly has not been effected properly, as described in the assembly manual, and the value of the goods is thus diminished, the seller is entitled to claim compensation for the deterioration in value.

If the object of purchase has been modified or customized by the seller upon the buyers request in a way that prevents the seller from immediately selling it to another buyer in the same condition, the seller is entitled to claim compensation for deterioration in value and/or the costs of changing it back to its prior state. The seller will reimburse the purchase price less compensation for deterioration if the buyer revokes the contract. The buyer agrees to the fact of compensation by placing his/her order for a modified product.

If the object of purchase has been -upon the buyers request- fully assembled, modified or customized by the seller for the buyer's special needs and purposes or according to his specifications, the buyer shall have **no right of revocation**.

### **Proper Use and Intended Purpose**

The 2-Rider is designed for use on paved roads. Riding on tracks and dirt roads is not consistent with the intended purpose, neither is racing, stunts, riding off-road, dirt-biking and similar activities.

The 2-Rider is designed for use at a speed up to 25 km/h and a payload of 200 kg. Failure to follow the manufacturer's recommendations may damage the 2-Rider and are not conform with its proper use and intended purpose.

## Legal Information about Road Traffic Regulations

Road traffic regulations are provisions of national law and may vary from country to country. This also applies for bikes, e-bikes and pedelecs. Nevertheless there are common rules in the EU for a bicycle to remain exempt from motor vehicle legislation.

Within the limits of the European Union the 2-Rider is classified as Pedelec (Pedal Electric Cycle) or als EPAC (Electrically Assisted Pedal Cycle) defined by the EN-15194 up to a rated motor power of 250W and a maximum speed under power of 25km/h. Driving a Pedelec you do not need a driving licence, registration or insurance at all.

As far as the rated motor power or the maximum speed under power exceeds 250W or 25km/h respectively, or as far as the electric assist works without pedalling at a speed that exceeds 6km/h, the 2-Rider is subject to other legal provisions. In this case you may require an operating license or registration and an insurance using the 2-Rider in road traffic.

The buyer is obliged to follow national legislation and regulations concerning operating license, registration and insurance, that may be necessary for using the 2-Rider in his country/the country of use. The seller does not warrant that the 2-Rider meets the requirements to obtain an operating licence, a registration, insurance or whatever else is necessary for it's use in the country of the buyer/the country of use.

## Limited Warranty

The manufacturer grants the seller a warranty of 2 years on all frame parts, subject to the conditions described herein, starting from the date of purchase. This warranty is passed on to the buyer. Significant modifications made to the frame, such as drilling holes for mounting additional devices, like gas springs etc. will void this warranty.

Parts subject to natural wear (chains, bearings, tires etc.) and all parts that are not part of the frame (wheels, brakes, derailleur, etc.) are excluded from this warranty.

The seller grants the buyer a warranty of 12 months for the motor, valid from the date of delivery to the buyer. For batteries the seller grants a warranty of 6 months. All warranties are subject to proper use of the goods.

Parts subject to natural wear or damage, or damages caused with intent or by negligence, as well as damages caused by use inconsistent with the intended purpose are excluded from the warranties. The warranties shall cover the free replacement of defective parts only. The buyer has to pay for the transport costs.

## Warranty for Goods defective upon Delivery (Terms for Consumers)

In addition to the above limited warranties the seller provides a two year legal warranty, valid from the date of delivery, that the object of purchase is free of defects **upon delivery**. If a defect becomes apparent within six months after delivery, it shall be assumed that the object was defective upon delivery. If the defect becomes apparent after more than six months from delivery, the buyer shall prove that the product was defective upon delivery.

If the object is defective upon delivery, the buyer is entitled to demand either repair or exchange. However, the seller shall be entitled to refuse the buyers choice, if it proves impossible or causes unreasonable costs and if the other choice does not cause considerable disadvantages for the buyer. If repair or exchange proves economically unreasonable, the seller may also return the purchase price and demand return of the goods. In this event the seller will bear reasonable costs of transport.

## Warranty for Goods defective upon Delivery (Terms for Entrepreneurs)

If the contract is concluded by the buyer as an entrepreneur, the buyer must inspect the delivered goods immediately upon delivery, in order to establish their quality and quantity **and** send written notification of defects to the seller within one week from receiving the object of purchase. Failing to do so any claims from the legal warranty for defectiveness upon Delivery shall be forfeited.

Hidden defects shall be notified to the seller in writing within one week after they have been detected. It shall be sufficient to submit the declaration in time.

The burden of proof shall be on the buyer with respect to any and all conditions of a claim, in particular for the defect itself, for the point in time that the defect was detected and for giving notice of the defect to the buyer on time.

If the object is defective upon delivery, the seller shall be entitled to choose to either repair, or exchange or return the purchase price and demand return of the goods. If the seller chooses return of the goods he will bear reasonable costs of transport.

### **Damages**

All compensation for damages to the buyer's property shall be excluded, except for damages caused by the seller's or manufacturer's gross negligence.

### **Place of Fulfilment and Jurisdiction**

Place of fulfilment of contract shall be the premises of the seller in Mollardgasse 12a, A-1060 Wien. All disputes arising from the business relationship are subject to the law of the Republic of Austria. Sole court of jurisdiction shall be Vienna, Austria, as far as legally permitted.

Vienna, Dec. 10<sup>th</sup> 2019