

## **TERMS AND CONDITIONS BIKEFITTING-SERVICE**

Terms and Conditions for the bike fitting service of Bikefitting.com B.V., a private limited company incorporated under Dutch law, located at Milaanstraat 115, 6135 LH Sittard, registered in the Chamber of Commerce under number 14095204 (hereinafter "Bikefitting").

### **Article 1 Definitions**

"Customer" means any natural person who uses or wishes to make use of Bikefitting services;

"Service": The bike fitting service, consisting of a static fitting, dynamic fitting and / or pedaling analyzer, performed by Bikefitting.

### **Article 2 Applicability**

1. These terms and conditions apply to any offer and any purchase agreement between Bikefitting and a Customer to which Bikefitting has declared these terms, insofar as these terms have not been expressly and in writing rejected by the parties.
2. The present terms and conditions shall also apply to agreements with Bikefitting for the execution of which Bikefitting must involve third parties.

### **Article 3 Offers/prices**

1. All offers, deals, etc. of Bikefitting are free of charge; All prices are exclusive of VAT.
2. All Bikefitting offers have a validity of two (2) weeks, unless the offer has a different term for acceptance. An offer will expire if the service to which the offer relates in the meantime becomes no longer available.
3. A Customer's offer is deemed to have been made in one of the following circumstances:

- a) The Customer has specified exactly which product and / or service he wishes to receive; and / or
  - b) The Customer has made an appointment with Bikefitting and Bikefitting has confirmed this appointment.
4. An agreement will be established when an order confirmation has been sent to the Customer by email to the Customer's email address.
  5. Customer and Bikefitting expressly agree that by the use of electronic forms of communication a valid contract is established, as soon as the conditions in Articles 2.3 and 2.4 of these Terms have been met or as soon as there has been an agreement in any other way.
  6. The Customer shall pay the price which Bikefitting has notified to him in its order confirmation in accordance with Article 2.4 of these Terms. Apparent errors in the pricing, such as obvious inaccuracies, may also be corrected by Bikefitting after the agreement has been established.
  7. All offers on the Bikefitting website are non-binding, even if they contain a term of acceptance. Bikefitting reserves the right to withdraw offers. All offers are subject to availability, price changes and / or typos are reserved.

#### **Article 4      Appointments**

1. The appointments made by Bikefitting are always subject to change and may be amended by Bikefitting until twenty-four (24) hours before and can never be regarded as a fatal term.
2. If Bikefitting needs data from the Customer for the performance of the agreement, the execution period will not apply earlier than after the Customer has made it complete and correctly available to Bikefitting.
3. Bikefitting is happy to reserve time for the Customer to guarantee a good service. Therefore It is important that the Customer notifies Bikefitting about failure to attend an appointment at least 24 hours in advance via info @ bikefitting.com or via

ewi@bikefitting.com. If the Client does not appear on the appointment without a notice at least 24 hours prior to the scheduled appointment by e-mail, Bikefitting is required to charge 1/3 of the cost for this event due to profit loss. If the Customer cannot appear due to 'compelling grounds', Bikefitting will take these into account when deciding to charge the cancellation fee.

## **Article 5 Termination**

1. The claims of Bikefitting on the Customer are immediately due in the following cases:
  - a) if Bikefitting becomes aware of any circumstances giving Bikefitting grounds to suspect that the Customer will not meet his obligations;
  - b) If Bikefitting has asked Customer to provide some form of security with regard to his payment capacity, and this security remains absent or is insufficient.
2. In the cases referred to in paragraph 1, Bikefitting is authorized to suspend the further execution of the agreement or terminate the agreement, without prejudice to the right of Bikefitting to claim damages.
3. If the termination is attributable to the Client, Bikefitting is entitled to compensation for damages, including costs, resulting directly and indirectly from the termination.

## **Article 6 Liability**

1. If Bikefittings insurance policy does not cover an incident or the insurer does not pay out, any liability of Bikefitting shall be limited to a maximum of € 10,000 (*ten thousand euros*) per event.
2. The Service is purely advisory. No rights can be derived from the results of a Service. For medical conditions and the like, the Customer must contact a doctor. Bikefitting is not liable for any medical consequences.
3. The Service is carried out entirely at the sole discretion of the Customer. Bikefitting is not liable for any kind of damage incurred by Customer or Customer's bicycle during the performance of the Service or as a result of the Service.

4. It is possible that Bikefitting on its website links to other websites that may be interesting or informative to the visitor. Such links are purely informative and Bikefitting is not responsible for the content of the websites referred to or their use.
5. In all other cases, Bikefitting's liability is limited to the amount of the amount paid out by the liability insurer insofar as this liability is covered by its insurance.

## **Article 7 Force Majeure**

1. Bikefitting is not required to comply with any obligation to the Client if he is hindered as a result of force majeure or circumstances that are not attributed to him by fault or due to law, legal action or common conceptions.
2. Force majeure will be defined by, second to its definition in law and jurisprudence, conditions that prevent execution of Bikefittings obligations which are not attributable to Bikefitting. These include: strikes; lack of raw materials or other goods or services necessary for the purpose of execution of the agreement; unforeseeable stagnation with suppliers, freight forwarders or other third parties on who Bikefitting is dependent; and unforeseeable overrun of production capacity and transport problems.
3. Bikefitting also has the right to appeal to force majeure if the circumstance that prevents (further) execution occurs after the agreed deadline.
4. During force majeure, the delivery and other obligations of Bikefitting will be suspended. If the period in which the failure to execute Bikefitting's obligations is caused by force majeure lasts longer than six months, both parties are authorized to dissolve the agreement without any liability for damages.
5. If Bikefitting has already partially fulfilled its obligations or only partially can fulfill its obligations, it is entitled to invoice the delivered or deliverable item and the Customer is obliged to comply with this invoice as a partial execution of the agreement.

## **Article 8 Warranties**

1. If the Service proves to be insufficient, Customer will be entitled to a one-off after-check of the Service if the Customer wishes to inform Bikefitting in writing within one (1) month by e-mail.

## **Article 9 Payment**

1. Payment must be made within the agreed payment period and if no terms have been agreed upon, within 30 days of the invoice date in the manner stated on the invoice or by legal tender at Bikefitting. After expiry of this term, Customer is in default. The Client is liable to pay interest at the rate of 1% per month from the moment of default.
2. Payment must be made without discount or settlement.
3. Payments made by the Customer are always attributed primarily to all current interest and costs due and, secondly, to receivables that are the longest available even if the Customer states that the payment relates to a later invoice.

## **Article 10 Collection fees**

1. If the Customer is in default or fails to fulfill one or more of his obligations, all reasonable costs for obtaining compensation shall be paid by the Customer. In any case, the Customer is liable for collection fees as set out in the Dutch Decree for Extrajudicial Collection Costs.
2. In the event of legal proceedings, the Customer shall be liable for all costs incurred by Bikefitting in conducting these procedures, if and in so far as the Customer is liable.

## **Article 11 Privacy**

1. The Customer is responsible for the accuracy and completeness of the personal data required for the use of the Service. The Customer is also obliged to treat his personal data confidentially and not make it available to unauthorized third parties. Bikefitting attaches great importance to the security of its users' personal data. All personal data sent by a user (title, name, address, email address, telephone number, locations) is retrieved, stored and processed in accordance with the specific country-specific legislation. Bikefitting collects, preserves and processes personal data only as required for the proper execution of the Service.

2. By using the Service, Customer agrees to collect, store and process his personal data by Bikefitting. The Customer may revoke or object to this use at [www.bikefitting.com](http://www.bikefitting.com) at any time in writing. The Customer must give permission for using his location data (GPS signal) and for sending his username, order data and telephone number to Bikefitting's service partner to use the Service. Any further use, including on a contractual basis, for marketing purposes or market research requires Customer's explicit consent. The Customer has the opportunity to give this permission upon registration. This optional permission can be revoked at any time. Personal data required for using order processing and payment processes (usage data) will only be used to process new, open and completed orders. Usage data consists of identification marks and information about the use of the service by the user.
3. The Customer agrees that the usage data is permitted for the use of Shimano for the purpose of advertising, market research or appropriate configuration of telemedia for the generation of user profiles in an anonymous manner. This appropriation of usage data can be objected to anytime. Under no circumstances will user profiles be consistent with respective or current data.
4. Customer agrees that the usage data may be used by Bikefitting for advertising purposes, market research, adequate configuration of telemedia and configuration of user profiles. Any use of usage data may be objectionable at any time.
5. The Customer agrees to the issuance of his data for the purpose of conducting an agreement or for the execution of legal claims with regard to his respective contractual partner. Data may only be made available to other parties in a legal environment.
6. Changes to the ownership structure or organizational structure of Shimano do not affect the processing and use of its data. A written revocation of this approval is possible at any time. To the extent that further information needs to be requested for the permission to be viewed, invoked or the use of the usage data to be recalled, please contact our website: [www.bikefitting.com](http://www.bikefitting.com).

**Article 12    UNCISG**

1. In the case of international purchase agreements between Bikefitting and a Client, the UNCISG (United Nations Convention on Contracts for the International Sale of Goods) is excluded.