



GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

In these conditions we understand with:

1. **Day:** Calendar day;
2. **Consumer:** the natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
3. **Entrepreneur:** a natural or legal person who offers products, and/or services, from a distance, to consumers;
4. **Contract:** an agreement between consumer and entrepreneur, in which the consumer obtains products whereby mutual rights and obligations are undertaken;
5. **Distance contract:** an agreement in the context of a distance selling system organized by the entrepreneur for the sales of products and/or services, including the agreement of the contract the exclusive use of one or more techniques will be used for distance communication;
6. **Technology for distance communication:** means that can be used for communication regarding the offer made by the entrepreneur and concluding a contract, without the necessity of the consumer and trader being in the same place at the same time;
7. **Withdrawal period:** the period within a consumer can make use of his right of withdrawal of the contract;
8. **Cooling off period:** the possibility for a consumer to waive a distance contract within the cooling off period;

Article 2 - Identity of the Entrepreneur

Gerrit Bikes BV is also trading by the alias Gerritbikes.com

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Article 3 – Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract that has been realized between the entrepreneur and a Consumer.
2. Prior to the conclusion of a distance contract, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate, before the distance contract is concluded, in what way the general terms and conditions are available for inspection at the entrepreneur's premises and that they will be sent free of charge to the consumer, as quickly as possible, at the consumer's request.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the consumer will be provided with the text of these general terms and conditions electronically, in such a way that the consumer can easily store them on a durable data carrier. If this is not reasonably possible, then before concluding the distance contract, the entrepreneur will indicate

where the general terms and conditions can be inspected electronically and that at his request they will be sent to the consumer free of charge, either electronically or in some other way.

4. In cases where specific product or service-related terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs apply by analogy and the consumer can always invoke the applicable condition that is most favorable to him in the event of incompatible general terms and conditions.

Article 4 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. The offer contains a complete and accurate description of the products. The description is sufficiently detailed to enable the consumer to make a proper assessment of the offer. If the entrepreneur makes use of illustrations, these will be a true representation of the products being offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.
3. The entrepreneur is not responsible for the wrong sizes or fitting ordered by the consumer. The sizes and fitting tables on the website are purely indicative and no rights can be derived on this.
4. Every offer contains information that makes it clear to the consumer what rights and obligations are related to the acceptance of the offer. This concerns in particular:
 - 4.1 the price including taxes;
 - 4.2 any costs of delivery;
 - 4.3 how the agreement will be achieved and what actions they require;
 - 4.4 whether applying the right of withdrawal;
 - 4.5 the method of payment, delivery or implementation of the contract;
 - 4.6 the deadline for accepting the offer, or the deadline for adhering the price;
 - 4.7 if the contract is filed after creation, and if so, how this can be accessed by the consumer;
 - 4.8 the manner in which the consumer, for the conclusion of the contract, can check the information provided and can change if necessary;

Article 5 - The contract

1. The contract will be concluded, subject to that which is stipulated in paragraph 4, at the moment at which the consumer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of acceptance of the offer electronically. The consumer can terminate the contract as long as this acceptance has not been confirmed by the entrepreneur.
3. If the contract is concluded electronically, the entrepreneur will take suitable technical and organizational measures to secure the electronic transfer of data and he will ensure a safe web environment. If the consumer is able to pay electronically, the entrepreneur will take suitable security measures.
4. The entrepreneur will send to a consumer, at the latest when delivering a product, service or digital content, the following information, in writing, or in such a way that the consumer can store it on an accessible durable medium:
 - 4.1 the business address of the entrepreneur's establishment where the consumer can lodge complaints;
 - 4.2 the conditions under which the consumer can make use of the right of withdrawal and the method for doing so, or a clear statement relating to exclusion from the right of withdrawal;
 - 4.3 the conditions under which the consumer can make use of the right to terminate the contract and the method for doing so, or a clear statement relating to exclusion from the right of terminate the contract;
 - 4.4 the information on existing after sales service and guarantees;
 - 4.5 the in article 4 paragraph 4 of these conditions included information, unless the entrepreneur already provided this information to the consumer prior to the contract;

Article 6- Termination

1. The consumer has the option to terminate the contract. This termination can only take place in writing, within eight days after the conformation of the contract, but not after the delivery has taken place. The

consumer is bound to compensate any suffered damage from the termination within 10 days to the entrepreneur. This damage is set at 20% of the sales value of the sale value stated on the contract, unless the parties have agreed to a lower percentage.

2. Termination of a contract, whereby the consumer explicit requests the business to order products for the consumer and for which a full prepayment is requested towards the consumer, is not possible.

Article 7 - Right of withdrawal from a distance contract

1. When purchasing products, the consumer has the possibility to terminate the distance contract, without giving any reason within 30 days. This period commences on the date of invoice.
2. During this period the consumer will handle the product and packaging with care. He will only unpack and use the product in a way to assess whether he wishes to keep the product. If he uses his right of withdrawal, he will return his product with all accessories, within 30 days after the invoice date to the entrepreneur, in its original conditions and packing, if reasonably possible, according to the reasonable and clear instructions provided by the entrepreneur.

Article 8 - Costs in case of withdrawal

1. If the consumer uses his right of withdrawal, the costs for the consumer will be the return shipment at most.
2. If the consumer uses his right of withdrawal, however, does not return the entire order, the (possible) costs of shipping and returning shall be borne by the consumer.
3. If the consumer has paid an amount, the entrepreneur will refund this amount as soon as possible, but no later than 14 days after the return or cancellation

Article 9 - Exclusion withdrawal

1. If the consumer does not have a right of withdrawal, this can only be excluded by the entrepreneur if the entrepreneur clearly states this in the offer, at least in time for concluding the contract.
2. Exclusion of the right of withdrawal is only possible for the following products:
3. that have been created by the entrepreneur in accordance with the specifications of the consumer;
4. that can not be returned because of their nature.

Article 10 - The Price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. If a price is erroneously listed in the shop or on the website of the entrepreneur and this is communicated in writing by the entrepreneur to the consumer, the consumer has the right to cancel the order or continue this order for the right price.
3. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
4. Prices stated in offers of products or services include VAT.

Article 11 – Fulfillment agreement and extended warranty

1. The entrepreneur guarantees that the products and / or services meets the contract specifications stated in the offer, the reasonable requirements of reliability and / or usability and on the date of the concluded contract existing legal provisions and / or government regulations. If agreed, the entrepreneur also ensure that the product is suitable for other than normal use.
2. By the entrepreneur, its supplier, manufacturer or importer provided additional guarantee never restricts legal rights and claims that consumers can do under the contract against the entrepreneur valid where the entrepreneur has failed to fulfill its part of the agreement.
3. Additional guarantee means any undertaking by the entrepreneur, its supplier, importer or manufacturer certifying that certain rights or claims to the consumer beyond which it is required by law in the event he has failed to fulfill its part of the agreement.

Article 12 - Delivery and execution

1. The entrepreneur will take the greatest care possible in the execution of the agreement.
2. The place of delivery is deemed to be the address that the consumer makes known to the company.
3. Taking into consideration that which is stated in article 4 of these general terms and conditions, the company will implement accepted orders with efficient expedition, though at the latest within 30 days,

unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be implemented, or only partially, the consumer will be informed about this at the latest 14 days after the order was placed. In this case, the consumer has a right to dissolve the contract free of charge.

4. Following dissolution in accordance with the previous paragraph, the entrepreneur refunds the consumer as fast as possible, but no later than 14 days after termination.
5. The risk of damage and/or loss of products rests upon the entrepreneur up to the moment of delivery to the consumer, unless this has explicitly been agreed otherwise.
6. Delivery to PO Boxes, freepost and NAPO addresses (military addresses) is excluded.

Article 13 - Payment

1. Payment is due upon delivery. Upon request of the consumer or entrepreneur the payment can be done in advance via online banking or by bank transfer.
2. Upon request of the consumer or entrepreneur, prior to delivery a deposit may be required.
3. The consumer is obliged to report inaccuracies in provided or stated payments details to the entrepreneur.
4. If a consumer fails to fulfill his payment obligation(s), the entrepreneur subjects to legal restrictions, the right to charge prior known reasonable costs to the consumer.

Article 14 - Exclusions exchange and returns

1. Products excluded of the possibility to exchange or return are:
 - 1.1 that have been created by the entrepreneur in accordance with the specifications of the consumer;
 - 1.2 which are assembled and/or adjusted to the needs of the consumer;
 - 1.3 ordered at request of the consumer for the consumer and whereby a full payment is requested from the entrepreneur to the consumer;
 - 1.4 that can not be returned because of their nature. These include products related to health protection or hygiene;

Art. 15 - Warranty provisions

1. The entrepreneur guarantees that the products delivered meet the contract specifications, the in offer stated specifications, the reasonable requirements of reliability and/or usability and on the date of the creation of the contract existing legal provisions and/or government regulations.
2. The warranty can only be claimed by the first owner of the concerning product.
3. The warranty is not transferable.
4. The warranty provided based on these conditions does not affect the ability to point out the ordinary legal provisions of the constitution.

Article 16 - Warranty period

1. Products are warranted for two years in construction and/or material defects.

Article 17 - Warranty coverage

1. During the warranty period all parts, which are established by the entrepreneur to have a material and/or construction defect, will be repaired or replaced at the choice of the entrepreneur. Any costs of (dis)assembly shall be borne by the consumer.
2. Cost of transportation to and from the entrepreneur shall be borne by the consumer.
3. If a particular component is eligible for warranty and the original is no longer available, then the entrepreneur offers an alternative equivalent.

Article 18 - Submit warranty claim

1. Claims under this warranty, need to be presented with the original (digital) invoice or proof of purchase, for inspection by the entrepreneur.

Article 19 - Liability warranty

1. A warranty claim accepted by entrepreneur does not mean the entrepreneur accepts liability for any possible suffered damage. The entrepreneur's liability never extends further than described in these conditions. Any liability of the entrepreneur concerning consequential damages is explicitly excluded.

Article 20 - Exclusions warranty

1. On parts subjected to wear, such as tyres, chains, chainrings, freewheels, cassettes, bodies, cables and brake pads no warranty is given, except in the case of construction and/or material defects.
2. In the following cases the warranty expires:
 - 2.1 improper and/or careless use of the product and use that is not according the guidelines;
 - 2.2 the product is not maintained accordance the instructions specified by the manufacturer;
 - 2.3 technical repairs have not been carried out in a professional manner;
 - 2.4 parts assembled afterwards do not match the technical specifications of the concerned product, or when the product is not installed correctly.
3. Specific product conditions and exclusions:
 - 3.1 wheel sets: excluded from the warranty are wheel bearings and other moving components. Also spoke breakage is excluded from the guarantee, unless caused by construction and/or material faults. To prevent spoke breakage, a new set of wheels needs to be re-tightened after 500 km, you can go to your local bike shop for this. Re-tightening is not included in the price of the wheel set;
 - 3.2 suspension forks: To guarantee high performance, safety and a long lifespan of your suspension fork periodic maintenance is required, look for the maintenance schedule of your fork in the user manual, this can also be downloaded from the manufacturers website. Warranty does not cover normal wear and tear. Parts that are subject to wear and tear, suffer damage caused by normal use and the absence of maintenance according to the manufacturer;

Article 21 - Complaints procedure

1. The entrepreneur provides a complaints procedure, that has been given sufficient publicity, and will deal with a complaint in accordance with this complaints procedure.
2. Complaints about the implementation of a contract must submit any complaints to the entrepreneur without delay, in full and with clear descriptions, after the consumer has found the defects.
3. A reply to complaints submitted to the entrepreneur will be provided within a period of 14 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then the entrepreneur will reply within 14 days, confirming receipt and indicating when the consumer can expect a more elaborate reply.

Article 22 - Disputes

1. Contracts between an entrepreneur and consumer which are subject to these general terms and conditions, are subjected only to Dutch Civil Law.
2. All disputes between parties will be submitted exclusively to a competent court/judge in the Netherlands.

Article 23 - Force majeure

1. Without prejudice to its other rights, the entrepreneur has the right in case of force majeure, at its option, to suspend the execution of your order, or to terminate the agreement without judicial intervention, by informing the consumer in writing and without the entrepreneur being liable for any compensation, unless this is unacceptable in the standards of reasonableness and fairness.
2. Force majeure is defined as any failure which can not be attributable to the entrepreneur, because it is not due to her fault and not under the law, legal act or generally accepted for its behalf.

Article 23- Disclaimer

1. Although in compiling this website the greatest possible care is taken, we can not vouch for the accuracy or completeness of the information. The entrepreneur is not liable for the consequences of activities undertaken based on this website.