

Terms and Conditions - v1

busybike

28-10-2021

Terms and Conditions

Article 1. Applicability.

These general terms and conditions (hereinafter: terms and conditions) apply to all offers via the website of Busybike.com (= also Busybike.nl) and Busybikeshop.com.

These terms and conditions apply to all agreements entered into with Busybike BV (hereinafter referred to as Busybike) insofar as the parties have not expressly deviated from these terms and conditions in writing. Busybike is a supplier of several products that are offered through various websites. These conditions apply to the products offered via the website Busybike.com and Busybikeshop.com

If the customer refers to his/her terms and conditions, those terms and conditions do not apply unless Busybike has expressly agreed to this in writing. Accepting an offer or placing an order implies that you accept the applicability of these terms and conditions.

If and insofar as one or more provisions of these terms and conditions should conflict with statutory provisions laid down by the government, the latter provisions shall be deemed to have replaced the relevant provisions or part of the provisions of the terms and conditions, without prejudice to the validity of the other provisions of these terms and conditions.

Article 2. Offers/agreements.

All offers from Busybike are without obligation and Busybike expressly reserves the right to change the prices, in particular when this is necessary on the basis of (legal) regulations. An agreement of purchase and sale is only concluded after acceptance of your order Busybike. Busybike is entitled to refuse orders or to attach certain conditions to the delivery. Such a refusal is never entitled to compensation. Offers made by Busybike may be made subject to additional conditions. If this is the case, a reference to the additional terms and conditions will be made.

Article 3. Prices and payments.

The prices stated for the products and services offered are in Euros, including turnover tax (VAT) for consumer sales, excluding transport costs, any taxes and/or other levies, unless otherwise stated or agreed in writing. Mentioned prices for products and services offered for all traders, institutions and companies are exclusive of turnover tax (VAT), transport costs and any taxes and/or other levies unless otherwise stated or agreed in writing.

Offers do not automatically apply to repeat orders. We charge costs for transport unless otherwise agreed

Busybike BV only delivers prepaid orders, you can transfer the invoice amount to:

bank account IBAN: NL29 RABO 0367 1644 18

attn. Busy bike. (If the prices for the offered products and services increase in the period between the order and its execution, you are entitled to cancel the order or to dissolve the agreement within ten (10) days after notification of the price increase by Busybike.

Article 4. Delivery.

Busybike has many items in stock. Orders are delivered as soon as possible. When paying in advance, we usually ship the ordered items within 3 working days after receipt of payment. The stated delivery times are indicative and never apply as a strict deadline. Exceeding any delivery term does not entitle the customer to compensation, nor the right to cancel the order or to dissolve the agreement, unless the exceeding of the delivery term is such that the customer cannot reasonably be expected to maintain the agreement. leave. In that case, the customer is entitled to cancel the order or to dissolve the agreement insofar as this is necessary. Any monies already paid will be returned.

Delivery of the products takes place at the place and time when the products are ready for shipment to you.

Busybike is entitled to fulfill the goods to be delivered in parts. The extra costs of the subsequent delivery are for Busybike.

Article 5. Retention of title.

Ownership of products only transfers if the customer has paid all that the customer owes Busybike under any agreement. The risk with regard to the products already transfers at the moment that the products are offered at the delivery address specified by the customer. If the customer fails to receive the products, the resulting damage and costs are for his/her account. Any returns to Busybike are for the account of the customer and must be made carriage paid and with a written statement of reasons.

Article 6. Complaints & Warranties.

The client is obliged to inspect the goods thoroughly for defects immediately after delivery and to inform Busybike immediately in writing if these are present. If, in the event of visible defects, the client does not inform Busybike in writing within 8 days of the day of delivery of defects that could be noticed during a thorough investigation, then the client is deemed to agree with the condition in which the purchased item was delivered and any right lapses. on advertising. Complaints with regard to invisible defects must be submitted in writing to Busybike by the client within a reasonable period of time after the client has discovered or should reasonably have discovered the defect, on pain of forfeiture of any right to complain with regard to the defect. Complaints must be filed with Busybike with reasons and with submission of relevant evidence. Busybike must immediately be given the opportunity to check submitted complaints. Complaints with regard to part of the delivered goods cannot lead to rejection of the entire delivery.

Guarantee

The bicycles and bicycle-related products offered by us come with a manufacturer's warranty. The duration of the warranty depends on the type of bicycle and manufacturer. The warranty covers both the defects that are found upon receipt as well as the defects that were not observable at the time of purchase. In the event of manufacturing defects in the frame, in most cases the bicycle will be exchanged in its entirety. This actually never happens. In case of warranty cases of individual parts, a replacement part will be sent.

The handling takes place at Busybike in the store and by appointment. There is no warranty on parts that are subject to wear such as tires, sprockets, chain, brake pads, gears and cables, unless there is a manufacturing defect. The warranty will lapse if there is improper use and if the bicycle is insufficiently maintained. Having the bicycle repaired at the local bicycle repair shop is not covered by the warranty and is at the buyer's expense.

Here too we strive to have every warranty case run as quickly and smoothly as possible.

Article 7. Liability.

Busybike is not liable for costs, damages and interests that may arise as a direct or indirect result of: Force majeure, as further described in these terms and conditions; Acts or omissions of the client, its subordinates, or other persons employed by or on behalf of the client; Improper handling by the client of the delivered goods.

Busybike is only liable for damage insofar as it is caused by gross negligence on the part of Busybike or those who have been put to work by Busybike for the work assigned to it. Busybike will never be obliged to compensate a client for loss of profits and/or consequential loss. Busybike's liability is limited to a maximum of the invoice amount of the goods delivered.

Article 8. Force Majeure.

Parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act or generally accepted views.

In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, unforeseen, over which Busybike cannot exercise any influence, but as a result of which Busybike is unable to fulfill its obligations. Work strikes in the company of Busybike or its suppliers are included. Busybike also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Busybike should have fulfilled its obligation. Busybike is subject to purchase from various suppliers. If there are changes in the agreements with and/or calamities at one of the companies from which we purchase, Busybike can also invoke force majeure. The parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party. Insofar as Busybike has partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure, or will be able to fulfill these, and the part fulfilled or to be performed has an independent value, Busybike is entitled to claim the part already fulfilled or to be fulfilled. to be invoiced separately. You are then obliged to pay this invoice as if it were a separate agreement.

Article 9. Deviating terms and conditions.

If provisions or conditions appear in a confirmation from the client that are in conflict with these General Terms and Conditions, they cannot be acknowledged, unless expressly accepted by Busybike in writing. If the uniform purchase conditions used by the client and the present General Conditions coincide, the conditions of Busybike will prevail.

Article 10. Intellectual Property.

The customer expressly acknowledges that all intellectual property rights of displayed information, images, communications or other expressions with regard to the products and/or with regard to the website are vested in Busybike, its suppliers or other entitled parties. Intellectual property rights are understood to mean patent, copyright, trademark, drawing and model rights and/or other (intellectual property) rights, including technical and/or commercial know-how, methods and concepts, whether or not patentable. The customer is prohibited from making

use, including making changes, of the intellectual property rights as described in this article, such as duplication, without the express prior written permission of Busybike, its suppliers or other entitled parties. The customer is prohibited from publishing marketing material and any form of communication without the express approval of Busybike.

Article 11. Personal data.

Busybike complies with the legal regulations regarding the protection of personal data, as laid down in the Personal Data Protection Act. If the other party wishes to view, correct or delete his or her personal data, the other party can contact Busybike about this. Busybike will provide the other party with the desired information and, if desired by the other party, will adjust the information about the other party. The data provided by the other party will be used by Busybike for processing the agreement. The data is recorded in a file.

Article 12. Disputes and applicable law.

All disputes between the parties about the interpretation or application of these General Terms and Conditions will be submitted to the competent Dutch court for settlement if necessary.

Only Dutch law and Dutch international private law apply to these terms and conditions, as well as to offers and agreements to which they relate in whole or in part.

Article 13. Right of withdrawal.

You have the right to return the purchased products to us within 7 days without giving any reason. This can only be done under the conditions that a product is unused and that the original packaging is present and in a proper condition. We must be able to sell a returned product as new again. Unfortunately, we can no longer take back damaged or broken bicycles due to use, as well as bicycles specially mounted and/or ordered for you.

When you receive it, carefully examine the product and make sure that you have made the right choice. If you want to return the chosen product, please contact us at info@busybike.com. Costs for the return are for your account. As soon as we receive the returned goods, a replacement product will be sent at our expense or your money will be refunded to your account within seven working days.

Article 14. Entry into force

These general delivery and payment conditions come into effect on October 28, 2021.