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Table of contents:

Article 1 - Definitions

Article 2 - Applicability

Article 3 - Intellectual property

Article 4 - The offer

Article 5 - The agreement

Article 6 - Right of withdrawal

Article 7 - Obligations of the consumer during the reflection period

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

Article 9 - Obligations of the entrepreneur in the event of withdrawal

Article 10 - Exclusion right of withdrawal

Article 11 - The price

Article 12 - Compliance and extra guarantee

Article 13 - Delivery and execution

Article 14 - Payment

Article 15 - Retention of title

Article 16 - Force majeure

Article 17 - Liability and indemnification

Article 18 - Complaints procedure

Article 19 – Applicable law and disputes

Article 20 - Additional or different provisions

Article 1 – Definitions

In these General Terms and Conditions of Sale and Delivery (hereinafter: "conditions"), the following definitions apply:

1. Supplementary agreement: an agreement whereby the consumer acquires products in connection with a distance contract and these goods are delivered by the entrepreneur or by a third party on the basis of an agreement between that third party and the entrepreneur;
2. Cooling-off period: the period within which the consumer can make use of his right of withdrawal;
3. Consumer: the natural person who does not act for purposes related to his trade, business, craft or profession;
4. Day: calendar day;
5. Digital content: data produced and supplied in digital form;
6. Duration agreement: an agreement that extends to the regular delivery of goods during a certain period;



7. Durable data carrier: any tool - including e-mail - that enables the consumer or entrepreneur to store information that is personally addressed to him in a way that future consultation or use during a period that is tailored to the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;

8. Right of withdrawal: the consumer's option to cancel the distance contract within the cooling-off period;

9. Entrepreneur: byAr Bicycle Company BV established in Amersfoort, Chamber of Commerce 61321060, VAT no. NL854296281B01

10. Distance contract: an agreement concluded between the entrepreneur and the consumer in the context of an organized system for distance selling of products, whereby exclusive or joint use is made of one or more products up to and including the conclusion of the agreement. remote communication techniques;

11. In writing: in these terms and conditions in writing also means "by electronic means"

12. Model withdrawal form: the European model withdrawal form included in Appendix I of these terms and conditions;

13. Technology for distance communication: means that can be used for concluding an agreement, without the consumer and entrepreneur having to meet in the same room at the same time.

Article 2 - Applicability

1. These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

2. Before the distance contract is concluded, the text of these general terms and conditions is made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be viewed at the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

3. If the distance contract is concluded electronically, notwithstanding the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be made available to the consumer electronically in such a way that it is consumer can be stored in a simple way on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.

4. In the event that specific product or service conditions also apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most convenient for him in the event of conflicting terms and conditions. is favorable.

Article 3 - Intellectual property

1: All copyright and other intellectual property rights with regard to the products and accompanying documentation or other materials remain at all times vested in the seller or its supplier.

2: The buyer is not entitled to change, remove and/or imitate logos, drawings, designs or other identifying marks on and of products. All logos, drawings and other designs on and of products, as well as references thereto on the internet and in brochures and catalogs remain, insofar as these are the subject of any intellectual and/or industrial property right, the property of the seller or of the entitled party.

Article 4 - The offer

1. If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer. 1a All offers made are not binding on the entrepreneur and only serve as an invitation to place an order.

2. The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to enable a proper assessment of the offer by the consumer. If the entrepreneur uses images, these are a true representation of the products offered. Obvious mistakes or errors in the offer are not binding on the entrepreneur.

3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

Article 5 - The agreement



1. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance by the consumer of the offer and the fulfillment of the associated conditions.
2. If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.
3. If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.
4. Within legal frameworks, the entrepreneur can inform himself whether the consumer can meet his payment obligations, as well as about all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request with reasons, or to attach special conditions to the execution. 5. At the latest when the product is delivered to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier: a. the conditions under which and the manner on which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal; b. the information about guarantees and existing after-sales service; c. the price including all taxes of the product; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract; d. if the consumer has a right of withdrawal, the model withdrawal form.
5. At the latest upon delivery of the product to the consumer, the entrepreneur will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:
 - a. the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
 - b. the information about warranties and existing after-sales service;
 - c. the price including all taxes of the product; to the extent applicable, the costs of delivery; and the method of payment, delivery or performance of the distance contract;
 - d. if the consumer has a right of withdrawal, the model withdrawal form

Article 6 - Right of withdrawal

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of at least 14 days without stating reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).
2. The reflection period referred to in paragraph 1 starts on the day after the consumer, or a third party designated by the consumer in advance, who is not the carrier, has received the product, or:
 - a. if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, has received the last product. The entrepreneur may, provided he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
 - c. in the case of agreements for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product. Extended reflection period for products that are not delivered on a material carrier if you do not inform about the right of withdrawal:
4. If the entrepreneur has not provided the consumer with the legally required information about the right of withdrawal or the model withdrawal form, the reflection period will expire twelve months after the end of the original reflection period determined in accordance with the previous paragraphs of this article.
5. If the entrepreneur has provided the consumer with the information referred to in the previous paragraph within twelve months after the commencement date of the original cooling-off period, the cooling-off period will expire 14 days after the day on which the consumer received that information.

Article 7 - Obligations of the consumer during the reflection period

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.



3. The consumer is not liable for depreciation of the product if the entrepreneur has not provided him with all legally required information about the right of withdrawal before or at the conclusion of the agreement.

Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

1. If the consumer makes use of his right of withdrawal, he will report this to the entrepreneur within the cooling-off period by means of the model withdrawal form or in another unambiguous manner.
2. As soon as possible, but within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to collect the product himself. The consumer has in any case observed the return period if he returns the product before the reflection period has expired.
3. The consumer returns the product with all accessories supplied, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.
4. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal rests with the consumer.
5. The consumer bears the direct costs of returning the product. If the entrepreneur has not reported that the consumer has to bear these costs or if the entrepreneur indicates that he will bear the costs himself, the consumer does not have to bear the costs for return. 6. If the consumer makes use of his right of withdrawal, all additional agreements will be dissolved by operation of law.

Article 9 - Obligations of the entrepreneur in the event of withdrawal

1. If the entrepreneur makes the notification of withdrawal by the consumer possible electronically, he will immediately send a confirmation of receipt after receiving this notification.
2. The entrepreneur uses the same payment method that the consumer has used for reimbursement, unless the consumer agrees to a different method. The refund is free of charge for the consumer.
3. If the consumer has opted for a more expensive method of delivery than the cheapest standard delivery, the entrepreneur does not have to reimburse the additional costs for the more expensive method.

Article 10 - Exclusion right of withdrawal

The entrepreneur can exclude the following products from the right of withdrawal, but only if the entrepreneur has clearly stated this in the offer, at least in time for the conclusion of the agreement:

1. Products whose price is subject to fluctuations in the financial market over which the entrepreneur has no influence and which may occur within the withdrawal period
2. Products manufactured according to consumer specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision of the consumer, or which are clearly intended for a specific person;

Article 11 - The price

1. During the period of validity stated in the offer, the prices of the products offered will not be increased, except for price changes as a result of changes in VAT rates.
2. Contrary to the previous paragraph, the entrepreneur can offer products whose prices are subject to fluctuations in the financial market and over which the entrepreneur has no influence, with variable prices. This dependence on fluctuations and the fact that any prices quoted are target prices are stated in the offer.
3. Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.
4. Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: a. they are the result of statutory regulations or provisions; or b. the consumer has the authority to cancel the agreement with effect from the day on which the price increase takes effect.
5. The prices stated in the product range include VAT.



Article 12 - Compliance with the agreement and extra guarantee

1. The entrepreneur guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and/or usability and the legal provisions existing on the date of the conclusion of the agreement and/or government regulations. If agreed, the entrepreneur also guarantees that the product is suitable for other than normal use.
2. An extra guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur under the agreement if the entrepreneur has failed to comply with his part of the agreement.
3. An extra guarantee is understood to mean any commitment by the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what is legally required in the event that he has failed to fulfill his part of the obligations. the agreement.

Article 13 - Delivery and execution

1. The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing applications for the provision of services.
2. The place of delivery is the address that the consumer has made known to the entrepreneur.
3. The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur, unless expressly agreed otherwise.
4. The buyer is obliged to fully cooperate with the seller and to make all provisions that are required for the proper delivery of the products.
5. All delivery times indicated by the seller have been determined to the best of its knowledge and will be observed as much as possible.
6. If the seller requires data and/or resources to be provided by the buyer for the performance of the agreement, the delivery period will never commence before the day on which all necessary data or resources are in the possession of the seller.
7. Stated delivery times can never be regarded as a definitive term, unless expressly agreed otherwise. If the delivery term is exceeded, the seller must be given notice of default by registered letter and the seller has the right to set a new delivery term. In the event of (partial) non-compliance with this new delivery term by the seller, the buyer is entitled to dissolve the agreement, insofar as it has not been performed, by means of a written statement. In that case, the buyer is also not entitled to compensation for any damage suffered by him.

Article 14 - Payment

1. Unless another method of payment has been agreed, payments must be made prior to shipment. The value date stated on the seller's bank / giro statements is decisive and is therefore regarded as the payment date. Buyer does not have the right to suspend any payment obligation.
2. The consumer has the obligation to immediately report inaccuracies in the payment details provided or stated to the entrepreneur.
3. If the consumer does not fulfill his payment obligation(s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after failure to pay within this 14-day period, the statutory interest will be owed on the amount still owed and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500 and 5% on the next € 5,000 with a minimum of € 40, =. The entrepreneur can deviate from the stated amounts and percentages in favor of the consumer.

Article 15 – Retention of title

- 1: With due observance of and notwithstanding the provisions of Article 3 (intellectual property) of these terms and conditions, the ownership of the products to be delivered rests with the seller and this ownership transfers to the buyer after full payment by the buyer of everything that the seller in consideration under the agreement for delivered products, as well as due to shortcomings in the fulfillment of the agreement by the buyer, including damage, costs and interest.
- 2: The buyer is not entitled to alienate the products subject to retention of title or to grant third parties any limited right thereto. The products may not be pledged or serve as security for the payment of a claim from a third party. The buyer is only permitted to sell and transfer the products delivered subject to retention of title to third parties in the normal course of its business. The buyer will inform his customer of the seller's property rights.
- 3: If the buyer fails to fulfill his payment obligation towards the seller or the seller has good reason to fear that the buyer will fail in that obligation, the seller is entitled to take back the products delivered under retention of title without any notice of default and to that end the place where these products are located.



4: The buyer is obliged to store the products delivered subject to retention of title, as long as the ownership has not passed to the buyer, with the necessary care and as recognizable property of the seller. The buyer will immediately inform the seller if the seller's products are (threatened to) be seized or otherwise claimed. In addition, the buyer will inform the seller at his first request where those products are located. In the event of attachment, suspension of payments or bankruptcy, the buyer must immediately inform the seizing bailiff, the administrator or the trustee of the seller's retention of title.

Article 16 – Force majeure

1: There is a non-attributable shortcoming (force majeure) on the part of the seller if the execution of the agreement is wholly or partially prevented - whether or not temporarily - due to circumstances beyond the seller's sphere of influence. Force majeure includes: strikes and lockouts, stagnation or other problems in the production process of the seller and/or the supplier, transport difficulties, fire, government measures, including in any case import and export bans, quotas and business disruptions at the seller and/or at supplier, malfunctions or impediments that make the execution of the agreement more expensive and/or more difficult, such as storm damage and/or natural disasters, as well as default by the supplier as a result of which the seller cannot (any longer) fulfill its obligations towards the buyer.

2: In the event that force majeure lasts longer than 30 days, both parties have the right to suspend the execution of the agreement in whole or in part, that is for the part to which the force majeure relates, or to suspend the agreement in whole or in part by means of a written statement. partially dissolve, without being held liable for any compensation on any grounds whatsoever.

3: The Seller is entitled to claim payment from the Buyer for the performances performed in the execution of the agreement before the circumstances causing the force majeure became apparent.

Article 17 – Liability and indemnification

1: The seller is only liable for damage as a result of defects in the products delivered by him and the work performed by him, other than the damage to the delivered products themselves, if and insofar as that damage is caused by intent or gross negligence on the part of the seller or by intent of the seller's employees.

2: The seller is not liable, either on the basis of the law or by agreement, for so-called consequential damage that the buyer or a third party may suffer with regard to (the use of) the products, including loss of profit, trading loss, including the costs of reproduction or recovery of wholly or partially lost data (files), environmental damage, immaterial damage and indirect damage. 3: If the seller, for whatever reason, is obliged to compensate any damage, the compensation will never exceed the amount equal to the invoice value regarding the defective products that caused the damage. In the event of delivery in parts, the seller is obliged to compensate damage up to a maximum of the relevant part of the invoice amount.

Article 18 – Complaints procedure

1. Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

2. Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will answer within the period of 14 days with a notification of receipt and an indication when the consumer can expect a more detailed answer.

Article 19 – Applicable law and disputes

1. Dutch law applies exclusively to all offers, agreements and execution of agreements by the seller. The applicability of the Vienna Sales Convention 1980 (CISG) with regard to International Sales Agreements concerning Movable Goods is expressly excluded.

2. All disputes arising from or related to the agreement to which these terms and conditions apply or the relevant terms and conditions themselves and their interpretation and implementation, both of a factual and of a legal nature, will, insofar as the legal provisions allow this, be settled by the competent Civil Court.

3. The provisions of article 13.2 do not affect the right of the parties to submit the dispute to the competent court according to the normal rules of competence, or to have it settled by means of arbitration or binding advice.

Article 20 - Additional or different provisions

Additional provisions or provisions that deviate from these general terms and conditions may not be to the detriment of the consumer and must be recorded in writing or in such a way that they can be stored by the consumer in an accessible manner on a durable data carrier. Appendix I: Withdrawal Form



Annex I: Withdrawal form Withdrawal form (only complete and return this form if you wish to withdraw from the contract)

— To byAr Bicycle Company BV

info@byarbicycle.nl

033-2854931

— I/We (*) hereby give notice to you that I/we (*) revoke our agreement concerning the sale of the following goods/provision of the following service (*):

— Ordered on (DD-MM-YYYY) :

— Order number :

— Received on (DD-MM-YYYY):

— Name(s) consumer(s)

— Address consumer(s):

- IBAN bank account:

— Signature of consumer(s) (only when this form is submitted on paper)

— Date(DD-MM-YYYY):

(*) Strike out what is not applicable.