

## **GENERAL TERMS AND CONDITIONS**

*The following terms and conditions govern all online offers, sales and purchases of products through the website(s) currently located at [get.cobi.bike](http://get.cobi.bike) (together with any successor site(s), the "**Site**"). These terms hereby incorporate the terms and conditions of the [Privacy Policy](#) applicable to the Site.*

### **1 DEFINITIONS**

1.1 The following terms and expressions shall have the following meanings:

- a. 'consumer' means any natural person who is acting wholly or mainly for purposes which are outside his trade, business, craft or profession;
- b. 'day' means a calendar day;
- c. 'durable medium' means any instrument which enables you or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- d. 'digital content' means data which are produced and supplied in digital form;
- e. 'product(s)' means the integrated system that intelligently connects a smartphone with a bicycle and related accessories *listed and described on the Site which Trader agrees to provide to you in accordance with these General Terms and Conditions*;

### **2 IDENTITY**

2.1 Products sold through the Site are sold to you by ModusLink B.V. ("**Trader**" or "**us**").

Trader's contact information is as follows:

ModusLink B.V.  
Wapenrustlaan 11-31  
7321 DL  
Apeldoorn  
The Netherlands  
Phone: +31(0)880016190  
or <http://www.cobi.bike/contact>  
eMail: [europa@cobi.bike](mailto:europa@cobi.bike)

For Complaints please contact:

ModusLink B.V.  
ModusLink B.V.  
Wapenrustlaan 11-31  
7321 DL  
Apeldoorn  
The Netherlands  
Phone: +31(0)880016190  
or <http://www.cobi.bike/contact>  
eMail: [europa@cobi.bike](mailto:europa@cobi.bike)

### **3 APPLICABILITY**

- 3.1 *These General Terms and Conditions apply to every offer of Trader and every contract concluded between Trader and you.*

### **4 ORDERING AND CONTRACTING**

- 4.1 *When you visit the Site, place an order, or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications electronically from us and you agree that all notices, disclosures and other communications that we provide to you can be sent to you via durable medium, such as electronic mail. This condition does not affect your statutory rights related to electronic communications.*
- 4.2 *If you place an order on the Site, you must agree to these General Terms and Conditions and have the legal right to use the payment means selected by you. Verification of information provided by you may be required*

*prior to the confirmation or acceptance of an order or completion of any purchase. You will have an opportunity to review your order, and to correct any input errors, prior to submitting your order to us.*

- 4.3 Note that we only deliver products to your Hungarian address and we do not deliver products to other countries. After receipt of your order confirmation, we will send to you, without undue delay, an acknowledgment of receipt and the confirmation by email that we have shipped the product to you. We will inform you by email if a product you ordered is unavailable or if we will be unable to ship a product within the estimated delivery dates.
- 4.4 All relevant sales information shall form an integral part of the contract and shall not be altered unless we have expressly agreed otherwise.

## **5 RESCISSION**

- 5.1 Save where you do not have a right of rescission as per clause 5.7, you have a period of *14 days* to rescind the contract, without giving any reason, and without incurring any costs other than those provided for in this clause 5. The rescission period will expire after *14 days* from:
- a. in case of sales contracts for products, the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the products, or:
    - i. in the case of multiple products ordered by you in one order and delivered separately: the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last product;
    - ii. in the case of a contract relating to delivery of a product consisting of multiple lots or pieces: the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the last lot or piece;
    - iii. in the case of a contract for regular delivery of products during a defined period of time: on the day on which you or a third party other than the carrier and indicated by you acquires physical possession of the first product.
- 5.2 To exercise the right of rescission, you must inform us of your decision to rescind this contract by an unequivocal statement (e.g. a letter sent by

post or using contact details provided to you as per clause 2.1). You may use the attached model rescission form, but it is not obligatory. You may also electronically submit the model rescission form or any other unequivocal statement on our website using our Contact Page - <http://www.cobi.bike/contact>, in which case we will communicate to you an acknowledgement of receipt of such a rescission on a durable medium without delay. *For most efficient processing of your rescission we suggest that you first contact our call centre at +31(0)880016190 for further detailed instructions.* You shall have exercised your right of rescission within the rescission period if the communication concerning the exercise of the right of rescission is sent by you before that period has expired. The exercise of the right of rescission shall terminate the obligations of the parties to perform the contract. If you exercise your right of rescission, any ancillary contracts shall be automatically terminated.

- 5.3 If you rescind the contract, we shall reimburse to you all payments received from you, including, if applicable, the costs of delivery (with the exception of the supplementary costs if you have expressly opted for a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed of your decision to rescind this contract in accordance with clause 5.2. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise and provided you do not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the products back or until you have supplied evidence of having sent back the products, whichever is the earliest.
- 5.4 You shall send back the products to ModusLink BV, Smakterweg 100, 5804 AM, Apeldoorn, The Netherlands, or hand them over to us, without undue delay and in any event not later than *14 days* from the day on which you have communicated your decision to rescind the contract to us in accordance with clause 5.2. The deadline is met if you send back the products before the period of *14 days* has expired. *In consideration of risk of loss or damage of products as implied under clause 6.6, we recommend that you use a carrier that allows tracking and monitoring of delivery status for your returns. For most efficient processing of your return we suggest that you contact us at the telephone number indicated to obtain a return merchandise authorization (RMA) number prior to returning*  
ing your product.

- 5.5 You shall only bear the direct cost of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.
- 5.6 In the following situations you do not have a right of rescission:
- a. the supply of products for which the price is dependent on fluctuations in the financial market which cannot be controlled by us and which may occur within the rescission period;
  - b. the supply of non-prefabricated products made to your specifications or upon your express request, or which are clearly personalized;
  - c. the supply of products which are liable to deteriorate or expire rapidly;
  - d. the supply of sealed products which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;
  - e. the supply of products which are, after delivery, according to their nature, inseparably mixed with other items; and
  - f. the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.
- 5.7 The burden of proof of exercising the right of rescission in accordance with this clause shall be on you. Except as provided for in this clause 5, you shall not incur any liability as a consequence of the exercise of the right of rescission.

## **6 DELIVERY AND EXECUTION**

- 6.1 Unless we have agreed otherwise on the time of delivery, we shall deliver the products by transferring the physical possession or control of the products to you without undue delay, but not later than 30 days from the conclusion of the contract.
- 6.2 Where we have failed to fulfil our obligation to deliver the products at the time agreed upon with you or within the time limit set out in [clause 6.1](#), you shall call upon us to make the delivery and/or commencement within an additional period of time appropriate to the circumstances. If we fail to deliver the products within that additional period of time, you shall be entitled to rescind the contract. The above shall not be applicable to sales contracts where delivery within the agreed delivery period is essential taking into account all the circum-

stances attending the conclusion of the contract or where you inform us, prior to the conclusion of the contract, that delivery by or on a specified date is essential. In those cases, if we fail to deliver the products at the time agreed upon with you or within the time limit set out in clause 6.1, you shall be entitled to rescind the contract immediately.

- 6.3 Upon rescission of the contract in accordance with clause 6.2, we shall, without undue delay, reimburse all sums paid under the contract.
- 6.4 In addition to the rescission of the contract in accordance with clause 6.2, you may have recourse to other remedies provided for by national law.
- 6.5 *Orders are shipped on weekdays (Monday through Friday), except for applicable national holidays in Hungary and The Netherlands. If any products in your shopping cart indicate "Pre-Order" as the status, your entire order will be delayed until all of the items in your order are in stock. You will receive a shipment confirmation e-mail with carrier tracking information on the day that your order ships from our warehouse. When an order is placed, it will be shipped to the shipping address designated by you as long as that shipping address is complete and compliant with the shipping restrictions contained on the Site. All shipments are made by an independent third party carrier indicated on the Site. Without prejudice to clause 6.1 above, shipping dates on the Site are estimates and are not binding. We will inform you by email upon shipment of a product. In case of conflict between this clause 6.5 and another part of clause 6, that other part shall prevail.*
- 6.6 Subject to clause 6.8, risk of loss of or damage to the products shall pass to you when you or a third party indicated by you and other than the carrier has acquired the physical possession of the products.
- 6.7 Our standard shipping charges are €9,90. Charges for expedited delivery, if applicable, are in addition to the standard shipping charge. Standard and expedited shipping charges will be displayed on the Site before you place your order.
- 6.8 Title to all products *shall only pass to you when* we have received final payment in full.

## **7 PRICE AND PAYMENT**

- 7.1 *The prices displayed on the Site are the total prices quoted in the appli-*

*cable currency based on the location you have selected*, inclusive of taxes, or where the nature of the products is such that the price cannot reasonably be calculated in advance, the Site shall display the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable.

## **8 WARRANTY**

8.1 ***This clause applies only to consumers.*** In the event of a defect, you are entitled to a statutory warranty for a period of 2 years. Under the statutory warranty, you are entitled to exercise the below warranty rights against the Trader:

- a) to request either repair or replacement, unless compliance with the chosen warranty right is impossible or it results in disproportionate expenses as compared to the alternative remedies; or
- b) to request a proportional reduction from the price, to repair the defect yourself or to have it repaired at the Trader's expense, or to rescind the contract if the Trader refuses to provide repair or replacement or is unable to fulfill that obligation in adequate time, or if repair or replacement no longer serves your interest.

You may switch to another warranty right later, but you must bear any costs arising out of such change, unless - due to the conduct of the Trader or otherwise - the change was necessary.

You must inform the Trader of the defect immediately, but no later than 2 months from the discovery of the defect. You may not exercise your statutory warranty rights after 2 years from the performance of the agreement.

Please be informed that if your statutory warranty claim is made more than 6 months after the performance of the agreement, you must prove that the defect existed at the time of performance.

8.2 ***This clause applies only to consumers.*** You are also entitled to a statutory product warranty for a period of 2 years from the date on which the manufacturer or a distributor placed the given product on the market. A product is deemed defective if it does not meet the requirements related to conformity set out at the time of placing the product on the market, or it

does not meet the specifications provided by the manufacturer. Please be informed that you must prove that the product is defective.

Under the statutory product warranty, you are entitled to request the manufacturer or the Trader to repair the product or – if repair is not possible within a reasonable period of time and without harming your interest – to provide a replacement.

The manufacturer or the Trader shall be relieved of product warranty obligation if:

- a) the product was manufactured or placed on the market in the course of operations outside their business activity;
- b) the state of scientific and technical knowledge at the time when the product was put into circulation did not provide for the discovery of the defect; or
- c) the defect was caused by the application of a statutory regulation or a regulatory provision.

- 8.3 *This clause applies only to consumers.* If the product's price exceeds HUF 10,000 you are also entitled to a statutory guarantee for a period of 1 year from the date on which you received the product, or - if the product was installed by the Trader - the Trader installed the product. The Trader shall be relieved of the statutory guarantee only if the Trader proves that the defect occurred after the time of purchase.

Under statutory guarantee, you may exercise the rights set out in clause 8.1 against the Trader, subject to the following alterations:

- a) You are also entitled to have the product repaired directly at the repair service provider indicated in the guarantee letter.
- b) Built-in products, products exceeding 10 kg, or products which may not be transported on public transportation must be repaired on site. If repair on site is not possible, the Trader or the repair service provider is obliged to have the product transferred.
- c) If you exercise your right for replacement within 3 working days from the day of purchase, the Trader may not decline your request based on disproportionate expenses set out in clause 8.1.a).

Please note that you may only exercise your above warranty/guarantee rights one at a time.

In the event of a defect, please contact us via our Contact Page –



<http://www.cobi.bike/contact> or by calling our technical call centre +31(0)880016190.

- 8.4 ***This clause 8.4 does not apply if you are a consumer.*** Our sole obligation under the warranty at clause 8.1 will be at our option to repair or replace the product. You are entitled to the statutory warranty only for a period of 1 year. ALL IMPLIED WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY. MODUSLINK B.V. DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL MODUSLINK B.V. BE LIABLE FOR ANY LOSS OF DATA, REVENUE OR PROFIT, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, LOSS OF BUSINESS AND REPUTATION, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF MODUSLINK B.V. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MODUSLINK B.V.'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. IN NO EVENT WILL MODUSLINK B.V. BE LIABLE FOR ANY LOSSES OR DAMAGE INCURRED BY ANY BUSINESS, TRADE, CRAFT OR PROFESSION CARRIED ON BY YOU OR ANY OTHER PERSON USING PRODUCTS PURCHASED UNDER THESE TERMS. If you experience a problem with your product, we suggest you first [contact – INSERT HYPERLINK] our support team for assistance.

*Some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Furthermore, nothing in these General Terms and Conditions shall purport to exclude any liability resulting from gross negligence or wilful misconduct of ModusLink B.V.'s executive management.*

## 9 LIABILITY

- 9.1 ***This clause 9.1 does not apply if you are a consumer.*** Unless provided otherwise in these General Terms and Conditions, we are not liable (for damages or otherwise) in connection with these General Terms and Conditions and any orders, products, or purchases except (a) to the extent damages arise from our or our representatives' or agents' intentional or grossly negligent conduct, or (b) to the extent our liability cannot validly be excluded under applicable law.

## **10 PERSONAL INFORMATION AND YOUR PRIVACY AND EXPORT CONTROL**

- 10.1 *We comply with all data protection laws and will use data which could be used to identify you personally (“Personal data”) only as set out in the Privacy Policy: [http://cdn.cobi.bike/store/COBI\\_DataPrivacyPolicy\\_EN\\_Webshop.pdf](http://cdn.cobi.bike/store/COBI_DataPrivacyPolicy_EN_Webshop.pdf)*
- 10.2 *Please note that products, which may include technology and software, are subject to E.U. export laws as well as the laws of the country where they are delivered or used. You agree to abide by these laws. Under these laws, product(s) may not be sold, leased, or transferred to restricted countries, restricted end-users, or for restricted end-uses.*

## **11 ASSIGNMENT**

- 11.1 The Contract formed under these General Terms and Conditions is personal to you and you are not permitted to assign or transfer it to any other person without the Trader’s prior written consent. The Trader has the right to assign the contract in full or in part to any company or entity for business reasons, and you will cooperate with such transfer, provided that if you are a consumer, we will ask for your consent to such transfer.

## **12 APPLICABLE LAW AND EXCLUSIVE JURISDICTION**

- 12.1 ***If you are a consumer:*** *notwithstanding anything to the contrary in the Terms of Use, these General Terms and Conditions and your purchases are governed by the laws of Hungary without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.*

You also may have recourse to a conciliation panel of the Budapest Chamber of Commerce and Industry (Budapesti Békéltető Testület, 1016 Budapest, Krisztina krt. 99. III. em. 310. Postal address: 1253 Budapest, Pf.: 10.; E-mail: [bekelteto.testulet@bkik.hu](mailto:bekelteto.testulet@bkik.hu), Fax: 06 (1) 488 21 86, Telephone: 06 (1) 488 21 31) and you may visit the following RLL web page: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=HU>

- 12.2 ***If you are not a consumer:*** *notwithstanding anything to the contrary in the Terms of Use, these General Terms and Conditions and your pur-*

*chases are governed by Dutch laws, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Any dispute arising from or in connection with the Terms of Use, these General Terms and Conditions and your purchases shall be submitted to the exclusive jurisdiction of the competent court in the Netherlands.*

- 12.3 *The rights you have under these General Terms and Conditions are in addition to and do not affect the statutory rights and remedies you have under applicable consumer protection law. In the event of conflict between these General Terms and Conditions and applicable consumer protection law, your statutory rights under applicable consumer protection law shall prevail.*

## **13 OTHER**

- 13.1 We comply with all laws related to environment and waste treatment. Please refer to the WEEE Annex below (Annex to the General Terms and Conditions) for more info.

## **ANNEX**

### **RESCISSION FORM**

Please complete and return this form only if you wish to rescind the contract

— To

ModusLink B.V.  
Wapenrustlaan 11-31  
7321 Apeldoorn  
The Netherlands

Telephone number: +31(0)880016190

Email address: europe@cobi.bike

— I/We (\*) hereby give notice that I/We (\*) rescind my/our (\*) contract of sale of the following products (\*),

— Ordered on (\*)/received on (\*):

— Order number (if available):

— Your name:

— Your address:

— Your signature (only if this form is notified on paper):

— Date:

(\*) Delete as appropriate.

## ANNEX TO THE GENERAL TERMS AND CONDITIONS

### HUNGARY

*The following annex is part of the general terms and conditions that govern all online offers, sales and purchases through the website(s) currently located at get.cobi.bike (together with any successor site(s), the "**Site**").*

#### **14 DEFINITIONS**

14.1 The following terms and expressions shall have the following meaning:

- a. **WEEE Directive:** means Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment;
- b. **WEEE or waste electrical and electronic equipment:** means waste electrical or electronic equipment as defined in article 3 (1)(e), being *"waste within the meaning of Article 3(1) of Directive 2008/98/EC, including all components, sub-assemblies and consumables which are part of the product at the time of discarding"*; as implemented under Hungarian law in Article 2 (1) 10. of the Government Regulation No. 197/2014 (VIII. 1.) on the Management Activities relating to Waste Electronic and Electrical Equipment ("**WEEE Regulation**")
- c. **Household WEEE:** means WEEE from private households as defined in Article 3(1)(h) of the WEEE Directive being "the WEEE from private households and the WEEE which comes from commercial, industrial, institutional and other sources which, because of its nature and quantity, is similar to that from private households. Waste from EEE likely to be used by both private households and users other than private households shall in any event be considered to be WEEE from private households", as implemented under Hungarian law in n Article 2 (1) 3. of the WEEE Regulation.
- d. **EEE or electrical and electronic equipment:** means electrical or electronic equipment as defined in article 3 (1)(a) of the WEEE Directive, being *"equipment which is dependent on electric currents or electromagnetic fields in order to work properly and equipment for the generation, transfer and measurement of*

*such currents and fields and designed for use with a voltage rating not exceeding 1 000 volts for alternating current and 1 500 volts for direct current" ; as implemented under Hungarian law in Article 2 (1) 2. of the WEEE Regulation.*

- e. **Producer:** means any natural or legal person as defined in article 3 (1)( f) of the WEEE Directive and as implemented under Hungarian law in Article 2 (1) 9. of the WEEE Regulation as follows :

- *producer' means a "producer as defined in Article 2 (16) of the Waste Act<sup>1</sup> [i.e. anyone who manufactures or, in case of products not manufactured in the territory of Hungary, who first places the products on the market in the territory of Hungary within the framework of his business activities] who*

*(iv) sells EEE by means of distance communication directly to private households or to users other than private households in Hungary, and is established in another Member State or in a third country.*

- (i) *Whoever exclusively provides financing under or pursuant to any finance agreement shall not be deemed to be a 'producer' unless he also acts as a producer within the meaning of points (i) to (iv).*

i.e. the ModusLink B.V..

- f. **Distributor:** means any natural or legal person as defined in article 3 (1)( g) of the WEEE Directive, and as implemented under Hungarian law in Article 2 (1) 9. of the WEEE Regulation being: "distributor in accordance with Article 2 (14) of the Waste Act (any economic operator transferring or supplying products to retailers and/or consumers), who makes an EEE available on the market". i.e ModusLink B.V..

**Hungarian WEEE Regulation:** means the regulation implementing the WEEE Directive (Government Regulation No. 197/2014 (VIII. 1.) on the Management Activities relating to Waste Electronic and Electrical Equipment).

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<sup>1</sup> Act CLXXXV of 2012 on Waste ("Waste Act")

## **15 SCOPE OF INFORMATION REQUIREMENTS**

15.1 The information set out below applies to EEE as follows:

- a. from 13 August 2012 to 14 August 2018 to EEE falling within the categories set out in Annex I of the WEEE Directive, taking into account Annex II of the WEEE Directive, which contains an indicative list of EEE which falls within the categories set out in Annex I (see article 1 (1) of the Hungarian WEEE Regulation ). This Annex I includes the following product categories:
  - Large household appliances
  - Small household appliances
  - IT and telecommunications equipment
  - Consumer equipment and photovoltaic panels
  - Lighting equipment
  - Electrical and electronic tools (with the exception of large-scale stationary industrial tools)
  - Toys, leisure and sports equipment
  - Medical devices (with the exception of all implanted and infected products)
  - Monitoring and control instruments
  - Automatic dispensers
- b. from 1- January 2018 to all EEE, unless excluded in article 2 (3) of the WEEE Directive, as implemented in article 1 (2) of the Hungarian WEEE Regulation.

## **16 INFORMATION FOR USER OF THE EEE**

Pursuant to Articles 7 and 23 of the Hungarian WEEE Regulation, producers and distributors must inform users of EEE on:

- a) the identity of the producer (on the product itself, or if not possible, on the packaging or guarantee leaflet) by a sign;
- b) the requirement not to dispose of WEEE as unsorted municipal waste and to collect such WEEE separately;
- c) the return and collection systems available to users, encouraging the co-ordination of information on the available collection points irrespective of the producers or other operators which have set them up;

- d) the role of the user in contributing to re-use, recycling and other forms of recovery of WEEE;
- e) the potential effects on the environment and human health as a result of the presence of hazardous substances in EEE if not treated appropriately;
- f) the description of the parts of the EEE, if any, that may become hazardous waste;
- g) the list and type of batteries or accumulators, if any, and the description of their proper and safe removal;
- h) the right of users' that they may take back WEEE free of charge at the point of sale at any distributor which sells EEE of the same type/having the same function as the EEE in question;
- i) the cost of the take back and recycling of WEEE they put on the market and the fact that the producer undertakes this cost
- j) this symbol and it's meaning (i.e. to be treated separately from municipal waste):

