

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 <http://get.cobi.bike> (together with any successor site(s), the "Site"). These terms hereby incorporate the terms and conditions of the COBI Privacy Policy - http://cdn.cobi.bike/store/COBI_DataPrivacyPolicy_EN_Webshop.pdf 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 any SKU (=product) sold on the COBI Webshop, 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. , merchant of records for COBI:

Trader's contact information is as follows:

ModusLink B.V. , registered in the Trade Register of the Chamber of Commerce and Industry of Apeldoorn under number 08055138

Wapenrustlaan 11-31

7321 DL

Apeldoorn

The Netherlands

Hotline: +31(0)880016191, E-Mail: benelux@cobi.bike

For Complaints please contact:

ModusLink B.V.

Wapenrustlaan 11-31

7321 DL

Apeldoorn

The Netherlands

Hotline: +31(0)880016191, E-Mail: benelux@cobi.bike

The designer and manufacturer of all hardware COBI products is

COBI GmbH

Solmsstraße 4

60486 Frankfurt am Main

Germany

Chamber of Commerce Reg. Nr. HRB 99454

Hotline: +31(0)880016191, E-Mail: benelux@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 electronically satisfy any legal requirement that such communications be in writing. 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 you must be eighteen (18) years of age or older 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. *Your order constitutes an offer to us to purchase a product and we will confirm receipt of your offer via the email address you provide to us. No charge of your credit card or other payment instrument by or on behalf of Trader constitutes an acceptance of your offer. We reserve the right to accept or reject your offer in our discretion. Note that we will only deliver products to your Dutch address. Your order is accepted by us when we send an email confirmation to you that we have shipped the product. 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 <http://www.cobi.bike/contact> 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: (a) to perform the contract; or (b) to conclude the contract, in cases where an offer was made by you. 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, merchant of records for COBI, Smakterweg 100, 5804 AM, Venray, 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 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 products made to your specifications or 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 we have refused to deliver the products where delivery within the agreed delivery period is essential taking into account all the circumstances 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 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, the title, 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 charge is 4,90€ per parcel. 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 applicable 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. Guarantee and warranty

Apart from the legally required statutory warranty of 2 years, COBI voluntarily gives during the 1st year an additional manufacturer guarantee on COBI hardware products.

- The guarantee applies to material and manufacturing defects as long as such COBI products were used in accordance with instructions in the COBI user manual. COBI reserves the right to repair, at no cost to the user, defects appearing within the one-year (1 year) guarantee period, or, replace the COBI product with a functional COBI product of equivalent value.
- Any visible cosmetic signs of wear shall be excluded from the guarantee. Any guarantee claims in connection with improper use are likewise excluded. The duration of the guarantee and legally required statutory warranty commence with the date on the invoice. Any claims to a guarantee are voided if repairs or modifications to the product were performed by unauthorized persons or if non-original parts or non-COBI components were used.
- If you would like to submit a guarantee claim application, please contact our Service Support via E-Mail or telephone. Please keep your invoice at hand and ready as it will be required by the Support Service team. In the event of a defect, please contact our Service team at: Hotline: +31(0)880016191, E-Mail: benelux@cobi.bike.

8.2. *This clause 8.2 does not apply if you are a consumer. Our sole obligation under the warranty at clause 8.1 will be at our option to replace or repair the product. ALL IMPLIED WARRANTIES OF QUALITY OR FITNESS*

FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY AT CLAUSE 8.1. 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 our Service team for assistance: Hotline: +31(0)880016191, E-Mail: bene-lux@cobi.bike.

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.

- 8.3. The above warranty gives you specific legal rights. If you are a consumer, these rights do not affect your legal rights under applicable national legislation governing the sale of consumer products.

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*

- 10.2. *Please note that products 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 hereby cooperate to such transfer in advance, provided that if you do not agree to such transfer you will be entitled to terminate the contract with immediate effect.

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 the Netherlands without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 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 purchases 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.*

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
Hotline: +31(0)880016191, E-Mail: benelux@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.