

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Orders & Purchase Policy, we define the following definitions:

- e-moped: an electric scooter which features and performances are published as indicators and may differ from actual performance and product specifications;
- the agreement: the purchase agreement of a new or used e-moped, parts or accessories;
- the manufacturer: the company that manufactures new e-mopeds, parts or accessories;
- the seller: the person who sells a new or used e-moped, parts or accessories to a buyer;
- the buyer: any natural person who purchases a new or used e-moped, parts or accessories for purposes that fall outside his business or professional activity;
- the order: the agreement closed with the buyer on a particular e-moped or to perform work such as assembly, disassembly, repair or maintenance work and voluntary or statutory inspections;
- non-avoidable costs: all costs that are not optional for the buyer and that are necessary to make the e-moped drive-ready. These costs are to be included in the indicated price of both the new and the used e-moped.
- avoidable costs: optional, additional agreed costs for the buyer. These costs are not automatically included in the indicated price of the e-moped, such as additional purchased accessories or parts;
- in writing: in writing by hand or electronically;
- the warranty:
 - a) the warranty given by the manufacturer, importer or seller on e-mopeds, parts and accessories;
 - b) the warranty as published on the manufacturer's website.

2. OFFERS

1. The seller makes an offer orally or in writing.
2. The offer gives a complete and accurate description of the order, i.e. the price, rights and obligations of the buyer and the seller. The description of the offer is sufficiently detailed to allow a proper assessment of the offer by the buyer.
3. The offer states the price of the offered e-moped, the offered part, or the offered accessory. The published price of an e-moped offered includes the non-avoidable costs.
4. If the seller uses images of the e-moped, part or accessory, these are truthful.
5. Obvious mistakes in the offer do not bind the seller.
6. The buyer must accept within the period set by the seller. If no term has been given, the buyer must accept immediately.
7. All published prices by the seller are expected prices, which allows the seller to increase the price after the agreement has been concluded.
8. The seller may change the price based on change in: governmental terms and taxes, factory prices, importer prices, the seller's own insight or currency exchange rates.
9. The seller will inform the buyer as soon as possible of a price change and the reason for it.
10. In the event of a price increase of more than 10%, the buyer can terminate the purchase agreement within ten days, unless the price increase is the result of a change in governmental terms and taxes.
11. The buyer is obliged to promptly pay the possible price increase of up to 10% after receipt of an invoice hereto.

3. ORDERS

1. The purchase agreement is binding after 7 working days when orders are placed online, or after 3 working days when ordered otherwise.
2. Alterations to the e-moped's configuration are free of charge within 5 working days after signing the purchase agreement, in which configuration choices are confirmed.
3. When order alterations are requested by the buyer after 5 working days, the buyer is to compensate for extra costs deriving from process changes, which is set to 30% of the total purchase price, plus or minus the additional prices of the deviation in model choice, options and accessories of the original configuration compared to the modified product configuration.
4. These damages will be invoiced immediately to buyer and production planning will only be finalized after the invoice has been paid. The manufacturer is not in breach of this purchase agreement if any delays occurring in delivery are caused by the buyer.
5. Configuration changes must be requested in writing.

4. PURCHASE AGREEMENT

1. The seller holds the purchase agreement in writing and provides the buyer with a copy of it. The purchase agreement between buyer and seller is also in effect if the agreement has not been confirmed in writing, but otherwise.
2. In any case, the written purchase agreement states:
 - the identity of the seller such as trade name, business address, telephone number and e-mail address;
 - the description of the e-moped, parts, or accessories;
 - the price and description of the e-moped to be purchased including extra's, parts or accessories;
 - the agreement indicates whether it is a fixed or a non-fixed price;
 - the price of a purchased e-moped, part or accessory;
 - the reference to the warranty provisions on the website of the seller or a dealer acting on behalf of the manufacturer;
 - the method and date(s) of payment;
 - the delivery method and expected shipping costs;
 - the expected delivery date and whether this is a probable or fixed date.

5. LIABILITY

1. The buyer is agrees to the conditions of our SHIPPING & DELIVERY POLICY.
2. The e-moped remain seller's property until full payment and acceptance of the product by the buyer. The moment the buyer receives formal ownership of the e-moped, it is the buyer's responsibility to insure the e-moped, pay for insurance costs and bear the risk of damage to or missing of the e-moped. The buyer is then liable as the sole owner and driver of the e-moped.
3. It is the buyer's sole responsibility to contact local authorities on legal limitations that may be subject to manufacturer's and/or seller's products in buyer's territory. Manufacturer nor seller are liable for any damages and costs that may occur from unexpected or changing local legislations.

6. RIGHTS & OBLIGATIONS

1. The manufacturer may produce its e-mopeds in batches and reserves the right to schedule a batch before proceeding to actual production. This goes also for pre-order campaigns.
2. The seller only guarantees a fixed delivery dates once the e-moped has been produced. The seller only provides indicative terms of delivery, the buyer cannot derive any rights from these.
3. The buyer has the right to protest delivery delays by sending a formal default notification to the seller. After confirmation of the protest, the seller has 6 more months to deliver the e-moped, after which the seller is in breach of this purchase agreement. With the refund of the (partly) paid purchase price, the agreement between the seller and the buyer ends. The buyer is not entitled to any other compensation.
4. The seller is never liable when the purchased product does not meet the expectations of the buyer for whatever reason. The seller makes every effort to demonstrate the product properties to the buyer as truthfull as possible. No rights can be derived from published colours, structures, functionalities, technical data, product performance, brand names, type names and/or other product characteristics such as displayed on websites, brochures, social media or in any other way communicated to the buyer and are always indicative.
5. The seller can exercise it's right of retention on the e-moped, part or accessory. This means that the seller will not hand-over or deliver the e-moped, part or accessory until the buyer has paid all invoices.
6. The buyer has rights and obligations as determined in the provisions for agreements between traders and buyers, see book 6 title 5 section 2b of the Dutch Civil Code. This only applies when an agreement / assignment has been concluded at a distance and outside sales premises, within the meaning of 6: 230g BW. The legal provisions then apply in addition to and in deviation from these general terms and conditions.

7. PERSONAL DATA

1. The personal data of the buyer that are necessary for the purchase agreement are processed by the seller in accordance with the Personal Data Protection Act / the General Data Protection Regulation, in order to:
 - carry out the order or execute the purchase agreement and fulfil his warranty obligations towards the buyer;
 - provide the buyer with an optimal service;
 - provide the buyer with up-to-date product information and make personalized offers.
2. Buyer's objection to processing personal data will be honored by the seller as long as the purchase agreement can be exercised.

8. FINAL PROVISIONS

1. On new e-mopeds and on new parts, the manufacturer guaranteees warranty provisions as published on the manufacturer's website. Warranty conditions may be subject to change.
2. Payments must be made by bank transfer or credit card to the seller's bank account within 10 working days after invoicing. All payments shall be in Euros.
3. All changes, and therefore also additions or extensions to these general terms and conditions, are only valid when confirmed in writing by both parties.