

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Shipping & Delivery 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 shipment: the transportation of a new or used e-moped, parts or accessories;
- the delivery: the transfer of ownership of the e-moped from the seller to the buyer;
- the manufacturer: the company that manufactures new e-mopeds, parts or accessories;
- the selling partner: the assigned person or company that 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;

2. DELIVERY OPTIONS

1. The buyer can choose for a pick-up in manufacturer's concept store, Den Bosch, Netherlands, free of charge. The manufacturer is responsible for the hand-over of the e-moped.
2. The buyer can choose for a pick-up with a selected dealer who possibly charges delivery costs. The selected dealer is responsible for the hand-over of the e-moped.
3. The buyer can choose for a home delivery within the Netherlands by the manufacturer's transportation service for a fixed price of € 195,-. The manufacturer is responsible for the hand-over of the e-moped.
4. The buyer can choose for a home delivery in the following selected countries in Europe: Belgium, Luxembourg, Germany, Italy, France, Spain, Portugal, Switzerland, Austria, Denmark, Sweden, Finland and Norway. Shipping rates depend on distance and availability and will be indicated by the selling partner. Availability may be subject to change and mentioned territories are indicational only.
5. All mentioned and/or published shipping rates are indicational and may be subject to change. The buyer agrees to this and guarantees payment of (additional) shipping rates.

3. DELIVERY POLICY

1. Deliveries will only be confirmed and scheduled after full payment of any invoices by buyer, including delivery costs and/or additional transport insurances.
2. The manufacturer or selling partner is entitled to approximately 5 working days between product availability, the receipt of the total purchase price and delivery costs and the scheduling of the delivery.

4. DELIVERY PROVISIONS

1. Delivery will be planned after buyer's written confirmation on the final shipping rate, delivery date and an estimated delivery time and become binding.
2. The buyer will personally take care of the receipt of the delivered e-moped and sign a delivery document upon first request of the delivering party unless otherwise agreed upon between parties.
3. On the planned delivery date, the buyer is reachable by mobile phone to guarantee a smooth hand-over.
4. In the unlikely event that the buyer is not at home at the agreed date and time, the e-moped may be temporarily stored at the delivery partner's warehouse or be returned to the manufacturer. Any additional costs are solely on the buyer's expense.
5. The buyer is then solely responsible for making new arrangements with the manufacturer or it's delivery partner for further delivery attempts and will pay for all extra costs involved.

5. LIABILITY

1. If the purchased e-moped is defective or missing before the e-moped has been delivered to the buyer, all costs and expenses incurring are the risk of the selling partner.
2. If the e-moped is damaged after the e-moped has been delivered to the buyer, all costs and expenses incurring are the risk of the buyer.
3. It's the buyer's sole responsibility to inspect the delivered e-moped for visible damages and/or product specifications before accepting the delivery.
4. If the buyer does not immediately report any defect or damage, the buyer will lose it's right to compensation from the selling partner, unless the buyer can prove any third party responsibility for the damage occurred.
5. The e-moped remain the selling partner's property until acceptance of the delivered product by the buyer.
6. When 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 liable as the sole owner and driver of the e-moped.
7. It is the buyer's sole responsibility to contact local authorities on legal limitations that may be subject to our products in buyer's territory. Manufacturer is never liable for any damages and costs that may occur from unexpected or changing local legislations.

6. PERSONAL DATA

1. The personal data of the buyer that are necessary for the delivery are processed by the selling partner and/or delivery partner in accordance with the Personal Data Protection Act / the General Data Protection Regulation, to:
 - carry out the delivery;
 - 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 shipping & delivery can be exercised.

7. FINAL PROVISIONS

1. On new e-mopeds and on new parts, the manufacturer guarantees 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.