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# TERMS AND CONDITIONS OF EGO SPORTS GMBH / EGO-KITS

Salzburger Straße 26, 5301 Eugendorf / Austria  
EGO Sports GmbH (hereinafter „EGO“)  
FN401646g

September 21<sup>th</sup>, 2016

(Please note that only the German version of these terms and conditions is legally binding.  
This translation is provided for reference only.)

For services rendered, or to be rendered, by EGO, for users/consumers (hereinafter: "customer") within the meaning of the Austrian Consumer Protection Act (Österreichischen Konsumentenschutzgesetzes) (KSchG).

## **1. GENERAL INFORMATION:**

EGO develops drives for E-bikes called EGO-Kits. EGO offers the possibility of purchasing the EGO-Kits using their Web shop/Online shop on their website <http://www.ego-kits.com>. The goods offered are sold by EGO in their own name and for their own account.

## **2. SCOPE**

These General Terms and Conditions apply to all offers, transactions, deliveries, and any other services of any kind whatsoever by EGO in conjunction with the Online shop, and should be applied. For the business relationship with the customer, the version of the General Terms and Conditions valid at the time of the order shall apply. These GTC shall also be considered a framework agreement for all further transactions (e.g. additional orders) with the customer.

## **3. ORDERING**

EGO's offers in the web shop are non-binding and subject to alteration; they only represent an invitation to submit an offer by the customer. While the customer orders goods in the online shop, EGO is sent an offer for the completion of a sales agreement concerning the goods previously selected by the customer. Upon receipt of the offer by EGO the customer's offer becomes binding. The receipt of the offer is made when EGO clearly presents the customer with the offer again, in detail, particularly with the amounts which are to be paid, for verification of the order, and the customer confirms his/her order (offer) with a click of the mouse. In this review the customer will also receive the information in accordance with § 5c KSchG (incl. among other things name, and the company's address for services, all delivery costs). Then the customer receives an order confirmation.

So that EGO can accept the offer EGO must have at their disposal all the customer information required. This must be provided by the customer during the order. This includes first and last name, date of birth, a valid address, a valid email address, a valid telephone number at which the customer is reachable for any telephone queries between 9 AM and 5 PM on business days, as well as the credit card number which will be used to complete the purchase.

The offer is accepted by EGO via transmission of a separate order confirmation to the customer.

However, EGO reserves the right to decline, or not to carry out an order, even after acceptance by EGO, if the customer has any outstanding invoices from other orders. No claims of any kind whatsoever by the customer shall result from this.

Insofar as the customer places separate specifications, or requirements on the object of the agreement, respectively on the services to be rendered by EGO (e.g. desired special equipment or specific colour selection) he/she must inform EGO in writing prior to the signing of the contract. EGO's acceptance only takes place through written confirmation. Changes made after signing of the contract can only be made in exceptional cases and against reimbursement of the corresponding reimbursement of costs without legal claim. Because customers must provide their date of birth during the ordering process EGO reserves the right to decline orders (the offer) from minors. However, an order of a product by a minor with documentary proof of the consent of the minor's legal guardian is considered an order of goods by an adult.

## **4. RIGHT OF WITHDRAWAL IN ACCORDANCE WITH § 5EF KSCHG**

The provisions of §§ 5ef KSchG apply to the conclusion of a purchase agreement using the web shop. As a result, the customer has the right to withdraw from the contract, within 7 business days from receipt of the delivery for contracts concerning the delivery of goods, and for contracts concerning the provision of services, within 7 business days of the completion of the contract. Saturdays are not counted as working days. The withdrawal does not require justification, it being sufficient that the cancellation is sent within the above period by the customer to EGO.

The customer's cancellation must be sent in writing to:

By post: EGO Sports GmbH, Salzburger Straße 26, 5301 Eugendorf or

By email: [info@ego-kits.com](mailto:info@ego-kits.com)

The right of withdrawal does not apply to goods which were manufactured according to customer specifications which are clearly tailored to personal requirements, which are not suitable for return due to their nature, can quickly spoil, or whose use-by date has been exceeded.

In the event of an effective, declared withdrawal by the customer EGO must reimburse the customer for payments made matching payment with the return of the services received by the customer. EGO must reimburse the customer for all necessary and useful expenses incurred in this matter. The customer must pay EGO a reasonable fee for the use of the service, including compensation for an associated reduction in the fair market value of the service.

## **5. DELIVERY**

EGO seeks to immediately deliver goods ordered to the address provided by the customer during the ordering process. The selection of the supplier shall be left to EGO; packaging shall be done in accordance with normal commercial practice and the customer declares him/herself in agreement with the customary method of delivery.

The customer will be informed of the method of delivery during the ordering process.

The customer will be charged separately for express and air freight surcharges.

Should a product, on occasion, not be in stock the customer will be informed whereby he/she will also be given the precise time of delivery. In this case, he/she has the possibility to withdraw from the purchase of this product.

However, if the customer still wishes to obtain the goods ordered he must inform EGO of this. Both declarations must be made by the customer in writing within 1 business day from disclosure of the precise time of delivery and submitted to EGO.

The agreement of binding times of delivery or delivery deadlines between EGO and the customer must be made in writing.

## **6. PAYMENT/PRICE**

As part of the ordering process, the customer may select the payment type for the payment of the purchase price, whereby he/she can select payment by creditcard (Paylife) or PayPal. Payment must be made immediately with the completion of the order. A legally valid order assumes a completed payment transaction on behalf of the customer. Only when the order is completed and the payment process has been completed by the customer, will the customer receive the order confirmation via e-mail.

If the name of the customer and the name of the credit card holder are different EGO reserves the right to decline the contractual offer within 7 days after dispatch of the order. In any case the customer, irrespective of any further claims for damages, is obligated to pay the entire purchase price, should the payment through this third party be made improperly, or not fully satisfy the debt.

The prices of the goods offered by EGO are in EUROS including sales tax for Austria, not including delivery costs.

The current shipping and handling costs can be found in the service area under the menu item "Shipping terms". Any shipping costs that may occur must be borne by the customer, also in the event of the return of goods, provided they were the goods ordered. This applies in particular to the non-acceptance of cash on delivery shipments as well as cancellations, in which the goods have already been sent.

## **7. TRANSFER OF RISK**

With the handover of the goods to the carrier the performance and price risks for an accidental destruction of the goods is transferred to the customer. This means, that from this point on the customer carries all risk of destruction on the route of transportation and for this reason must also provide the purchase price if the goods are destroyed on the route.

Any claims for compensation the customer has against the carrier remain unaffected.

## **8. RETENTION OF TITLE**

The delivered goods remain the property of EGO until the services provided to the customer by EGO have been paid in full; this applies even if individual parts have already been paid for.

## **9. WARRANTY**

Pursuant to clause 10 of these GTC, EGO shall also issue a separate warranty for its products. However, the legal warranty provisions also apply. If the purchased product is found to have a defect warranty claims exist for the customers. These warranty claims must be legally exercised within 2 years. In accordance with § 932 ABGB the customer is entitled to a correction, an exchange, a price reduction, the cancellation of the contract, whereby the customer can initially only request correction, or replacement of the item, unless a correction, or replacement is impossible, or it is connected with a disproportionately high expense for EGO. In this case, the customer

has a right to a price reduction or, provided it is not a case of a minor defect, the right to change. The notice of defects from the customer must be directed to the EGO directly per Post or e-mail.

The transfer of the warranty claims from the customer to a third party without the written consent of EGO is not permissible.

The EGO-Kits currently do not yet have a TÜV (Association for Technical Inspection) or CE certification. The relevant authorizations are still in progress.

The customer is also specifically informed of this on the homepage during completion of the contract. However, no claims of any kind whatsoever result from this circumstance for the customer with regard to EGO.

## 10. GUARANTEE

EGO guarantees that the product is free from defects in material or processing for two years from the initial purchase date. This guarantee only applies for the first buyer and requires a copy of the original proof of purchase in order to be exercised. In the case of a guarantee claim, the customer must immediately contact EGO. E-mail: [support@ego-kits.com](mailto:support@ego-kits.com)

The user of an EGO-Kit is obliged to exercise care during use and to regular maintenance of the product. Wear and tear parts must be replaced when required and in accordance with the manufacturer's specifications. Included in the EGO-Kits guarantee are all:

- Manufacturing defects
- Processing errors
- Material defects

Wear and tear parts, normal wear and tear are excluded from the guarantee. For the normal wear and tear of components that might occur among other things as a result of proper use, the non-compliance of recommendations from EGO and/or driving under terms other than those recommended.

The guarantee does not apply for EGO-Kits which are not professionally installed and/or adjusted by EGO, or in accordance with the assembly instructions. The EGO-Kit assembly instructions can be found on the internet at [www.ego-kits.com](http://www.ego-kits.com).

Examples of wear parts:

Roller bearings including their seals and lubricants (Deep groove ball bearings/Angular contact ball bearings/Needle bearings, etc.), Guides and seals of spring elements, Drive components (chain/sprocket/chainring/freewheel), Dust seals, Sockets, Air sealing o-rings, Slide rings, Rubber moving parts, Foam rubber rings, Chains, Bearing surfaces, Sprockets, Cassettes, Drive gears, Bearings, Tools, Handlebar grips, Stripped threads, Shift levers, Safety catches, Tension rollers screws vertical axis, Slide bearings, Accumulators, etc.

Damage caused by the use of parts is excluded from the guarantee. Damage caused by the use of parts which are not compatible, or are not suitable, or are not approved by EGO for use with EGO components, are also excluded from the guarantee. This guarantee does not cover any damages which result from commercial (renting) use.

This guarantee does not apply to damages to the product caused by accidents, falls or improper use, failure to follow the manufacturer's specifications or other circumstances in which the product was subject to burdens or forces for which it was not intended. In the event of changes to the product the right to a claim under guarantee is invalidated. The right to a claim under guarantee is also invalidated if the serial number or manufacturer's code is changed, made unrecognizable, or removed.

### EGO GUARANTEES REPAIRS FREE OF CHARGE AND/OR REPLACEMENT

The following requirements must be met for the event of a defect, contrary to expectations, due to faults in manufacturing, material, or processing:

- The objectionable product will be returned free of charge together with a photo of the complete bike with all attachments, a description of the defect, and the copy of the invoice.
- Shipments that are not prepaid cannot be received by EGO. Shipping costs incurred will not be assumed by EGO!
- Whether the objectionable product is returned individually or installed on the complete bike must be explicitly coordinated with EGO.
- The product was properly used in accordance with its design and assembled and maintained in accordance with the assembly instructions.
- The components used comply with the original configuration or were clearly assessed as suitable for operation by EGO in writing. (This also applies to wear and tear parts and lubricants)
- In the event other components, other than those specifically recommended by EGO, are installed, the obligation to provide evidence for function, compatibility, and operational safety is transferred to the respective mechanic.
- All repairs to the product were conducted by a qualified professional.

- No technological changes were made to the product.
- The proper use of the respective EGO-Kit must be observed in any case. Damages which clearly or covertly resulted from improper use will void the warranty.
- The objectionable technological or optical characteristics were attributed and guaranteed by EGO by the date of manufacture of the respective product.
- EGO reserves the right to repair defective elements, or to replace them with a corresponding succeeding model.  
This is the only claim under guarantee, additional costs such as assembly, transportation, etc. will not be assumed.
- Cracks due to insufficient fatigue strength.
- These are the only claims under guarantee, additional costs such as assembly, transportation, etc. will not be assumed.  
No Claim under Guarantee results if/when
- Use of high-pressure cleaners or harsh cleaning agents has corroded bearings or seals.
- Consequential damages result, which arise through the continuous operation of an EGO-Kit with incorrectly configured, defective, or rejected bearings, or defective spring elements.
- Corrosion develops on bearing surfaces as a result of lack of care and incorrect storage of the product.
- The powder-coating is damaged in areas on which other attachments are installed (not a guaranteed property).

## **11. INFORMATION ON THE APPROVAL TO USE ON STREETS WITH PUBLIC TRANSPORT**

EGO only delivers the drives (EGO-Kits). The assembly of the EGO-Kits on bikes is conducted by third parties. In most countries bikes may only be used on streets with public transportation if, based on the design it can be ensured, that a specific design speed, and a specific capacity or nominal continuous capacity, will not be exceeded. Because design speed and the capacity, or nominal continuous capacity, represents the result of the combination of the individual bike, the EGOKit, and the installation, or type of installation, EGO cannot guarantee that bikes which are equipped with specific types of EGO-Kits, will not exceed specific design speeds, and the capacity, or nominal continuous capacity. For this reason, it is the responsibility of the person who uses such a bike to comply with the respective national traffic regulations. It is strongly recommended that one contacts the bicycle dealer and the mechanics with regard to this matter. [Date of birth; Rescinded transaction, initial costs, and rescinded transaction costs]

## **12. LIABILITY**

EGO is liable for the violation of its obligations resulting from the contractual relationship with the customer only in the case of intent or gross negligence.

EGO is not liable for slight negligence. This liability exclusion only relates to the material damages and financial losses caused by EGO. EGO is not liable for interruptions of operations, in particular the online shop, for which it is not responsible.

## **13. COMPENSATION**

The customer only has a right to compensation for counterclaims determined legally valid, or accepted by EGO.

## **14. CHANGE OF ADDRESS**

The customer is obligated to inform EGO of any changes in his/her address and mailing address, unsolicited and immediately, as long as the contractual obligations of the legal transaction have not been completely fulfilled. If this information is not delivered statements to the customer are considered received if they were sent to the address last provided to EGO.

## **15. APPLICABLE LAW/PLACE OF JURISDICTION**

Austrian law shall apply exclusively with the exception of the UN Sale of Goods law and the conflict of laws of international private law. If the consumer has his/her residence inland, or his/her habitual residence, or if he/she is employed inland, then the place of jurisdiction is the court in whose judicial district the consumer's residence, the habitual residence, or place of employment, lies. For customers with a residence located outside one of the member states of the European Union the place of jurisdiction for all legal disputes which result from the contractual relationship will exclusively be the factual and local court responsible for 5301 Eugendorf/ Austria.

## **16. FINAL PROVISIONS**

Should a provision of these GTC be ineffective, invalid and/or null and void, or become so during the course of their term, this will not affect the legal force and validity of the remaining provisions of these GTC.