

GENERAL TERMS AND CONDITIONS KNAAP Sales B.V.

Updated: 1/1/2022

1 Definitions

1.1 These are the general terms and conditions (“**Terms**”) of Knaap Sales B.V. (“**Knaap Bikes**” or “**Us**”). The following definitions apply:

- **Agreement:** any and every agreement between Knaap Bikes and a Client including these Terms and any amendments thereto.
- **Client** or **You:** all natural or legal persons with whom Knaap Bikes enters into an Agreement or with whom Knaap Bikes is negotiating about the conclusion of an Agreement.
- **Consumer:** the Client being a natural person who acts for purposes outside a business to whom Knaap Bikes sells and/or delivers Products and/or to whom Knaap Bikes provides Services.
- **Order:** any order issued by a Client to Knaap Bikes in any form whatsoever.
- **Privacy Policy:** the statement to be consulted by the Client on the website of Knaap Bikes regarding the processing of personal data, which may be amended from time to time and which is incorporated herein by reference and is located at <https://knaapbikes.com/privacy-policy-2/>
- **Products:** any and all goods which are subject to an Agreement.
- **Services:** all services provided by Knaap Bikes which are directly linked to the Purchase of a Knaap Bikes Product by a Client.
- **Knaap Bikes Brand Store:** a physical sales or repair or both location of Knaap Bikes, current address is listed on the Website.

2 Applicability

2.1 These Terms shall comprise a part of all Agreements and shall be applicable to all Product sales and related Services, actions and legal transactions between Knaap Bikes and a Client. By placing an order for Products You explicitly agree with the applicability of these Terms to all Orders and you declare that you are aware of the contents thereof, and that you have downloaded, archived and where necessary printed a copy of these Terms and as applicable during your purchase.

2.2 Applicability of any general terms and conditions applied by Client is explicitly dismissed by Knaap Bikes.

2.3 Should you have any questions about the Website, Products, Knaap Bikes, or would like to make a complaint, you may do so by contacting Knaap Bikes through the following details.

Registered name: Knaap Bikes B.V. (limited liability company, ‘besloten vennootschap’)

Registered in: municipality of Ter Aar

Office address: Harsweg 19C, 2461 EZ Ter Aar, the Netherlands

Delivery address for returning products: Harsweg 19C, 2461 EZ Ter Aar, the Netherlands

Telephone number: +31 85 060 75 49

Website: www.knaapbikes.nl

Email address: info@knaapbikes.com

Registration number in Dutch Chamber of Commerce: 75963930

VAT registration number: NL860459767B01

3 Quotations, Agreements, Product descriptions and services

- 3.1 A quotation or (price) offer shall not be binding on Knaap Bikes and shall qualify only as an invitation to the Client to place an Order, unless explicitly stated otherwise.
- 3.2 An Agreement shall only come into effect to the extent Knaap Bikes accepts an Order from the Client in writing or if Knaap Bikes executes an Order or other writing. If at the request of Client Knaap Bikes carries out any work for Client before an Agreement is effective, the Client shall remunerate Knaap Bikes therefore in accordance with Knaap Bikes customary rates payable upon receipt of an invoice.
- 3.3 After acceptance of an Order, Knaap Bikes shall at all times be entitled to cancel such Order prior to delivery without liability and without stating its reasons after acceptance of such Order, in which case Knaap Bikes shall not be obliged to refund or pay any more than advance payments already made by Client, if any.
- 3.4 Knaap Bikes shall observe due care in informing the Client of the figures, measurements, weights, features other information applicable to the Products, but cannot warrant that these shall be free of deviations. Any specifications or samples demonstrated or made available shall be no more than indications of the Products concerned. If the Client should be able to demonstrate that the Products supplied by Knaap Bikes materially deviate from the information provided by Knaap Bikes or from the samples, the Client shall have the right to terminate the Agreement, within a reasonable time after delivery of the Product, to the extent however that such a dissolution should be necessary in reason and without Knaap Bikes being liable for damages of any kind.
- 3.5 When you purchase Products from Knaap Bikes, the agreement you enter into with Knaap Bikes is a purchase agreement, which ends when it is executed.

4 Prices

- 4.1 All Knaap Bikes' prices are in **EUR** unless expressly stated otherwise. Insofar as prices are stated in other currency than **EUR**, then such statement of price is deemed to be based on the **EUR** equivalent of such price at the date that the price statement was made. Prices depicted on the Website or Offers aimed at Consumers are including taxes, such as VAT, delivery and other costs. In all other events, costs of packing and dispatch, import and export duties and taxes and any other surcharges, levies or taxes imposed or charged in respect of the Products and the transportation thereof are of the Client's account, unless stated otherwise.
- 4.2 Prior to delivery, any change of factors having an impact on the prices of Knaap Bikes, including but not limited to rates of third parties, currency exchange rates, insurance rates, import and export duties and any other charges payable upon importation or exportation, freight charges and other charges, levies or taxes, may be charged on to Client by Knaap Bikes

5 Delivery

- 5.1 The delivery period indicated by Knaap Bikes shall be based on the circumstances applicable to Knaap Bikes at the time the Agreement is entered into and, to the extent dependent on performance by third parties, on the information that those third parties provided to Knaap Bikes. All delivery dates are estimates only.
- 5.2 Except as otherwise provided herein, the delivery period shall commence on the date of Knaap Bikes' written Order confirmation. Provided, however, if, in order to execute the Order, Knaap Bikes requires additional information from the Client, the delivery period shall commence on the date on which Knaap Bikes disposes of all the necessary information or resources, but not earlier than the date of the written Order confirmation.
- 5.3 The Client shall not be entitled to claim any compensation in the event of an overdue delivery period. Neither shall the Client be entitled to dissolve the Agreement in such an event, unless the Client is considered to be a Consumer. See article 8 for additional details. Consumers have the right to dissolve the Agreement after they have requested to deliver within a reasonable timeframe or such timeframe as provided by law and Knaap Bikes was not able to deliver within that reasonable period or timeframe as provided by law.

6 Risk and retention of title

- 6.1 If and to the extent that parties have not explicitly agreed in writing on the (costs of) delivery of the Products and the transfer of risk, the delivery shall be made at Knaap Bikes's premises, and the risk of the Products and the packing thereof shall be transferred to the Client at the moment the Products are ready for dispatch, while the dispatch shall be effected for the Client's account and risk. In the event the Client is considered to be a Consumer, the foregoing shall not apply and the moment of delivery and transfer of risk is the moment that the Consumer has taken receipt of the Products.
- 6.2 If the Client should fail to collect the Products it has ordered or should fail to do so promptly, it shall be in default without requiring a written notice of default. In such event Knaap Bikes shall be entitled to store the Products for the Client's account and risk and to sell these to a third party. The Client shall remain liable for the purchase price plus the interest and costs (by way of compensation) after the deduction of the net proceeds of such sale to a third party, if any.
- 6.3 Irrespective of the actual delivery date, the title to the Products shall not be transferred to the Client until it has paid Knaap Bikes the sum outstanding in respect of the Products in full, including the purchase price, any surcharges, interest, taxes and costs payable pursuant to the Terms or an Agreement and any services rendered or to be rendered in respect of the Products.
- 6.4 The Client shall not be authorized to rent, let or make the Products available in use to third parties, to pledge them or to otherwise encumber them in favour of third parties until Knaap Bikes has transferred the title of those Products to the Client.
- 6.5 If and as long as the title to the Products has not yet been transferred to the Client, the Client shall inform Knaap Bikes forthwith in writing in the event that the Products are seized, attached, garnished or if any other claim should be made with regard to the Products.

7 Inspection and complaints

- 7.1 The Client shall be obliged to carefully inspect the Products immediately upon arrival at their destination or to have these examined upon receipt by the Client itself or any third party acting at

its instructions, whichever is earlier. Knaap Bikes must be informed in writing to support@knaapbikes.com of any complaints in respect of visual defects to the Products or any discrepancies in quantity, weight or quality between the Products supplied and the specification thereof in the relevant order confirmation or invoice as soon as possible, in case of Consumers no later than within 14 (fourteen) calendar days after the receipt of the Products. The notification of the Client must give a clear and precise description of the complaints in respect of defects invoked by the Client.

- 7.2 The Client must notify Knaap Bikes of defects that could not in reason have been discovered within the term noted in 7.1 in writing immediately after discovery, and in case it a Consumer no later than within 14 (fourteen) calendar days upon discovery – in case of Consumers a maximum term of 6 months applies, in case of other clients a maximum term 3 months. Should the Client fail to inform Knaap Bikes within the above mentioned terms, its rights to exercise any of its rights with regard to such irregularity or defect have lapsed.
- 7.3 The Client shall be obliged to immediately cease the use of the Products concerned after discovering any irregularity or defect, under penalty of lapse of the right to exercise any of its rights with regard to such irregularity or defect. The Client shall provide any cooperation Knaap Bikes may require in order to investigate the complaint.
- 7.4 The Client shall not be entitled to return Products to Knaap Bikes before Knaap Bikes has agreed in writing to such return. The return shipping within warranty is free and there are no costs associated with it for the Client. The Products shall remain at risk of the Client until receipt by Knaap Bikes of such Products.

8 Right of Withdrawal

- 8.1 If You meet the definition of a “Consumer”, You have the right to withdraw from your purchase and revoke your order without giving any reason and without extra costs.
- 8.2 The withdrawal period shall expire after 14 (fourteen) calendar days from the day on which You or a third party other than the carrier indicated by You acquires physical possession of the Products. When Products are delivered in multiple lots or pieces, the withdrawal period shall expire after 14 (fourteen) calendar days from the day on which You acquire the physical possession of the last lot or piece.
- 8.3 Please note that You cannot exercise a right to withdraw in case of Products made to the Consumer's specifications or clearly personalized and in case the Product is purchased in the Knaap Bikes Brand Store.
- 8.4 You shall send back the Products in the original box or the box provided by Knaap Bikes according to article 7.4 of these Terms or hand them over in person to Knaap Bikes, without undue delay and in any event not later than 14 (fourteen) calendar days from the day on which You communicate your withdrawal from this Agreement to Us. The deadline is met if You send back the Products before the period of 14 (fourteen) calendar days has expired.
- 8.5 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Products. Installing the pedals and/or adjusting the handlebar and/or adjusting the saddle is likely to create small claws. To the extent that these actions are not necessary to establish the nature, characteristics and functioning of the bike, You are liable towards Knaap Bikes for any diminished value caused by these actions.

- 8.6 In case You withdraw, Knaap Bikes can refuse repayment as long as Knaap Bikes has not timely received the returned goods or until You have proved You have timely returned the Products, depending on which event occurs first.
- 8.7 Knaap Bikes shall reimburse You the purchase amount of the Products including any shipping costs charged with regard to the delivery of the Products no later than 30 (thirty) calendar days starting from the day We received your returned Products.
- 8.8 Knaap Bikes shall use the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise and provided that You do not incur any fees as a result of such reimbursement. Knaap Bikes shall not, however, reimburse the supplementary costs, if You have expressly opted for a type of delivery other than the least expensive type of standard delivery offered by Knaap Bike.
- 8.9 You shall handle the Order as well as the packaging with the utmost care during the first 14 (fourteen) calendar days after delivery. As a Consumer You will be liable for any diminished value of the goods resulting from the handling of the Products other than what is necessary to establish their nature, characteristics and functioning. In order to establish the nature, characteristics and functioning of the Products, You should only handle and inspect the Product in the same manner as You would be allowed to do in a shop.
- 8.10 In order to exercise your right to withdraw, You can fill out the form on the “contact us” page on the website of Knaap Bikes or make a similar unequivocal statement and send it to the email as indicated in article 2.3 above. We will send You an acknowledgement of your withdrawal.

9 Privacy

- 9.1 Knaap Bikes observes due care in handling your (personal) data and comply with the laws and legislations that apply, such as but not limited to the General Data Protection Regulation. Please consult our Privacy Statement on the Website <https://knaapbikes.com/privacy-policy-2/> and our Cookie Statement <https://knaapbikes.com/cookie-policy/>

10 Force Majeure

- 10.1 If Knaap Bikes is unable to fulfil any of its obligations towards Client due to force majeure, these obligations shall be suspended during the force majeure situation.
- 10.2 Provided however, if a force majeure situation has lasted for one (1) calendar month, both parties have the right to dissolve the Agreement in writing entirely or in part. In the event of force majeure of Knaap Bikes, Client is not entitled to any compensation or damages, not even if Knaap Bikes would enjoy any benefit as a result of such force majeure.
- 10.3 Force majeure on the part of Knaap Bikes is to be understood as a case of ‘overmacht’ as mentioned in article 6:75 Dutch Civil Code, and furthermore any circumstance beyond the control of Knaap Bikes hindering the fulfilment of its obligations towards Client entirely or in part or because of which Knaap Bikes cannot be expected in all fairness to fulfil its obligations, regardless whether such circumstance could have been foreseen at the time when the Agreement was concluded. Such circumstances include but are not limited to fires, acts of terrorism, strikes and lockouts, the outbreak and/or spread of (unknown) viruses and/or diseases, stagnation or other production problems suffered by Knaap Bikes or its suppliers, or problems in the transportation

provided by Knaap Bikes or any third parties, any government measures, as well as the inability to obtain any permit or licence from any governmental body.

10.4 Parties shall notify each other as soon as possible of any (possible) force majeure situation.

11 Complaints Procedure

11.1 We will do our utmost to have the Order and delivery process proceed without problems. If you have a complaint, you can contact Us via our contact details as mentioned in article 2.3 of these Terms.

11.2 We will respond to any complaints as soon as possible and will do everything that is reasonably within our power to find an appropriate solution.

12 Knaap Bikes products

12.1 Knaap Bikes warrants only those features, qualities of its Products that are explicitly agreed in writing. All other specific or implied warranties are – to extent allowed under applicable mandatory law – hereby expressly excluded.

12.2 If Knaap Bikes should deliver Products to the Client which Knaap Bikes has obtained from its own suppliers, Knaap Bikes shall at no time be obliged to honour a warranty or liability in respect of the Client which is more far-reaching than that which Knaap Bikes can claim from its own supplier.

12.3 With respect to claims under article 14, if, in Knaap Bikes's opinion, the Client has been able to prove that any Products supplied by Knaap Bikes to the Client do not function properly, Knaap Bikes may choose, at its sole discretion, between:

- re-supplying the Products upon the return of the Products;
- modifying the Products properly;
- granting the Client a discount on the purchase price to be agreed by mutual consent.

12.4 Knaap Bikes shall be fully discharged of its warranty obligations by complying with one of the options described above, and it shall not be held to pay any further compensation or damages.

13 Intellectual property rights

13.1 All intellectual property of Knaap Bikes or its licensors such as trademarks, trade names, patents, registered designs and any other intellectual property rights of the Website or Products or any part thereof remain the property of Knaap Bikes or its licensors. By using the Website you agree to respect these intellectual property rights and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website or Products or Services.

14 Warranty

14.1 Knaap Bikes guarantees each new Knaap Bikes bicycle frame, fork, the incorporated battery, controller and display against defects in workmanship and materials under normal use and service for two (2) years from the date of delivery ("**Limited Warranty**"). For Rental Companies this will be one (1) year. The Limited Warranty exists for abovementioned defects that were already present at the time of delivery at the time or occur during normal use. Like any

rechargeable battery, the battery of the Knaap Bikes bicycle will experience a decrease in capacity over time as it is subjected to charge and discharge cycles. The Limited Warranty related to the battery does not include damage from power surges, use of an improper charger, water damages, improper maintenance or such other misuse or normal wear. This Limited Warranty does only apply to the first buyer. Any other remedy, such as compensation for damages of any kind or loss of use, is excluded. The Limited Warranty period cannot be extended by granting an additional warranty. In case the Products are sold for the rental sector, a maximum warranty period of one (1) year applies. The warranty of refurbished bicycles is in all events maximized at 3 months.

- 14.2 This warranty referred to in article 14.1 is expressly limited to the replacement or modification of these defective parts and is considered the sole remedy of the warranty.
- 14.3 This warranty does not cover normal wear and tear, improper assembly or follow-up maintenance, consumable parts such as tires, or unauthorized installation of parts or accessories. The warranty does not apply to damage or failure due to accident, misuse, abuse, neglect or use not in accordance with the instructions of Knaap Bikes. Any unauthorized modification of the frame or components shall void this warranty. The warranty shall not apply in case of a copy, modification, reverse engineering, decompiling, disassembly of or otherwise tampering with the Product, its components and/or the Services. Knaap Bikes is not responsible for incidental or consequential damages. This warranty does not affect the statutory rights of the Consumer.

15 Limitation of Liability

- 15.1 The liability of Knaap Bikes shall at all times be limited to the sum insured that shall be paid in such case under the liability insurance policies taken out by Knaap Bikes. These insurance policies have limited cover, inter alia with respect to the amount of the damages and the number of insured events per year. Upon request thereto, access may be obtained to the insurance cover note. Should no payment be made by virtue of aforementioned insurance policies, regardless of the grounds, the liability of Knaap Bikes shall be limited to the fee that was invoiced by Knaap Bikes and paid by Client in connection with the delivery at hand during a 12 (twelve) month period directly preceding the date on which the event leading to liability occurred, up to a maximum liability of € 10,000 (ten thousand Euro).
- 15.2 In the event that Knaap Bikes involves third parties, Knaap Bikes shall not accept any liability whatsoever for failure to perform on the part of such third party except to the extent for failure to perform on the part of Knaap Bikes itself — to which article 15.1 applies. If the Client brings legal action directly against a third party, the Client shall indemnify Knaap Bikes against any claims by such third party in connection with such claim as well as against all expenses to be incurred by Knaap Bikes.
- 15.3 We will under no circumstance be liable for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of our Products or Services. Nothing within these Terms will operate to exclude any liability for death or personal injury arising as result of the negligence of Knaap Bikes, its employees or agents.

16 Third Parties

- 16.1 The Website may contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content. Our inclusion of hyperlinks to such websites on our Website does not imply any endorsement of views, statements or information contained in such websites.

17 Termination

17.1 If Client fails to fulfil any of its obligations arising from the Agreement properly or in time, Client shall be in default and Knaap Bikes shall be entitled without any default notice:

- to suspend the fulfilment of the Agreement until payment has been adequately guaranteed; and/or
- to dissolve the Agreement with Client entirely or in part;

all this without prejudice to Knaap Bikes's other rights under any Agreement whatsoever and without Knaap Bikes being held to any damages.

17.2 If Knaap Bikes exercises its right of termination as mentioned in article 17.1, Knaap Bikes is authorized to set off any amount which may possibly be refunded to Client with a remuneration for activities already carried out as well as with a compensation for loss of profit.

17.3 In the event of bankruptcy, (provisional) suspension of payment, liquidation or attachment of one or more assets of Client or if Client is aware that any of these situations may occur, Client must notify Knaap Bikes thereof as soon as possible.

17.4 In case of a situation as referred to in article 17.3, all Agreements with Client shall be terminated immediately by notice from Knaap Bikes or Knaap Bikes may notify Client that it wishes (part of) the Agreement concerned to be fulfilled, in which case Knaap Bikes is entitled without any default notice:

- to suspend fulfilment of the Agreement(s) concerned until payment has been adequately guaranteed; and/or
- to suspend all its payment obligations, if any, towards Client;

all this without prejudice to Knaap Bikes's other rights under any Agreement whatsoever and without Knaap Bikes being held to any damages.

17.5 In the event of a situation as referred to in article 17.3, all Knaap Bikes's claims against Client shall be immediately payable in full.

18 Applicable Law & Competent Court

18.1 These Terms and the agreement(s) concluded between Knaap Bikes and You, including Orders for Products, are exclusively governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

18.2 The District Court of Amsterdam of the Netherlands, location Amsterdam has exclusive jurisdiction in the event that a dispute arising from these Terms, or any Agreement concerning a Product or Service, cannot be settled amicably.

19 Severability

19.1 If any term or provision of the Agreement, including in these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

