

# GENERAL TERMS AND CONDITIONS OF SALE OF THE FOCUS ONLINE SHOP

Thank you for your interest in FOCUS. In the following, you'll find our conditions of sale and other important information.

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As at: 01/01/2024

## 1. WHO WILL YOUR CONTRACTUAL PARTNER BE?

The contractual partner for all products you purchase through our shop is FOCUS Bikes GmbH ; Europa-Allee 26; D-49685 Emstek

Managing Directors: Moritz Failenschmid, Benjamin Gerold

Reg. Court: Oldenburg HR B 150667; Tax ID number. DE 813 431 817

## 2. HOW CAN YOU CONTACT US?

We are at your disposal during our business hours from Monday to Thursday from 10:00 - 17:00 and Friday from 10:00-13:00 for all questions about our services and offers:

FOCUS Bikes GmbH

Europa-Allee 26  
D-49685 Emstek

+49 711 2484880

info@focus-bikes.com

## 3. THE BEST OF TWO WORLDS

"Engineered in Germany" - we design, test and continuously improve our bikes at our FOCUS facility in Stuttgart. Our bikes are built in Germany at our headquarters in Emstek. Guarantee and expertise come directly from us.

In addition, our competent specialist dealers are always at your disposal to answer all questions and provide their services. Enter your postcode to find the dealer closest to you, who will also assemble the bike and set it up perfectly for you. If there are any problems with the bike - no problem - your dealer will help you quickly.

## 4. WHICH SIZE DO YOU NEED?

You'll find a recommended size for each model based on your height and inner leg length. If you are still unsure, feel free

to contact our service team or our retailers for advice.

## **5. HOW TO ORDER?**

Our online shop allows you to compare, select and order the products in your own time and without having to worry about shop opening hours. If, contrary to all expectations the chosen model is not available, we will of course contact you; either party can then cancel the contract.

Should there still be any open questions about the order or the product, you are welcome to contact our service team by email at [info@focus-bikes.com](mailto:info@focus-bikes.com). Of course, our dealers will also be happy to help you. You can find the nearest retailer on our homepage.

The bike(s) you ordered will be delivered to the dealer you selected. This way we can guarantee professional assembly and perfect set-up as well as the best service in case of any unexpected mishaps.

You will receive an email from us when your bike leaves our warehouse. Once your bike has been built up by the dealer, they will inform you by email and/or phone. From that point onwards, please collect the bike from your dealer within 7 working days. They will adjust the bike to your needs when you pick it up.

Your contact information will be passed on to the dealer you selected.

If, for some reason, you change your mind and no longer wish to take over the bike, i.e. if you don't like it, our dealer will take care of the return process and fill out the return form with you.

## **6. DO YOU NEED TO CREATE A CUSTOMER ACCOUNT IN ORDER TO PLACE AN ORDER?**

To order a bike, you will first need to create a customer account with us. This means you will be able to check the status of your order, be able to contact us more readily and you will have an overview of your order history.

All messages we or the dealer will send you will concern exclusively the processing of your order. If you also want to receive messages concerning our special offers and/or our newsletter, you will have to subscribe separately for these services when ordering. For more information, please see our data protection declaration.

## **7. HOW IS THE PAYMENT DONE?**

There are various ways you can pay for your bike, depending on the country of your residence:

Germany: Credit Card (Visa & Mastercard), PayPal, Klarna instant transfer, Giropay, Financing

Netherlands: Credit Card (Visa & Mastercard), iDeal

France: Credit Card (Visa & Mastercard), PayPal, Cartes Bancaires

Austria: Credit Card (Visa & Mastercard), PayPal, EPS

Spain: Credit Card (Visa & Mastercard), PayPal

Poland: Credit Card (Visa & Mastercard), PayPal

Belgium: Bancontact, Credit Card (Visa & Mastercard), PayPal

Czech Republic: Credit Card (Visa & Mastercard), PayPal

When you click on the button "Order now", your order will be placed. As soon as we receive your order, we will send you an order confirmation with all the details of the sales contract.

## **8. WHAT RATES AND PAYMENT CONDITIONS APPLY?**

All prices quoted in our shop are final prices incl. VAT. There are no additional costs for packaging or shipping. In the event of a return or non-collection, we will however need to withhold €50 to cover return costs.

We wish to point out that we can only supply private customers within the EU via this shop. Therefore, all invoices are issued including VAT. The customer agrees that he/she cannot apply for a VAT refund for purchases made via this shop, even if there are circumstances for which a refund or remission of VAT would be feasible.

Credit card statements are made by:

Adyen GmbH · Hackescher Markt 4 · 10178 Berlin

Register court: Amtsgericht Berlin, Registration number: HRB 136398

Managing Director: Herr Ingo Uytdehaage, Herr Roelant Prins

VAT identification number according to §27 a sales tax law: DE 28576528

## 9. HOW DO PROMOTIONAL VOUCHERS APPLY?

The following terms and conditions apply only to promotional vouchers unless otherwise stated in the voucher. They do not apply to gift vouchers (ie vouchers purchased for a fee, for example as a present):

(1) Promotional vouchers can only be used in our online shop. To redeem a voucher, the same e-mail address to which the voucher was sent must be used when purchasing. Vouchers must not be transferred. Only one voucher can be redeemed per order. Vouchers can not be combined or redeemed for cash and do not accrue interest.

(2) The Validity period and if applicable the minimum order value (including VAT, excluding shipping costs and fees) will be announced at the time of the voucher promotion.

(3) The voucher value is distributed proportionally to the ordered goods. In the case of the return of individual items, the voucher will be counted proportionately on the price of the returned goods. If a voucher is linked to a minimum order value, this must also be achieved if goods are partially returned, otherwise, the crediting of the voucher value will no longer apply. In the case of the return of goods, the credited amount of the action voucher will not be refunded and the voucher can not be used again.

## 10. WHAT CAN YOU DO IF YOUR DREAM BIKE HAS A DEFECT?

Of course, an exit inspection is made prior to the dispatch of the products. Transport damage on the way to the dealer can unfortunately sometimes occur. We will of course take the bike back if you wish and you can place a new order.

If you have any complaints, please contact your local dealer. He or she will professionally inspect your bike and agree with us on further measures to remedy the defect. As a general rule, we try to get repair measures underway as soon as possible. For supplementary performance (as in repair or replacement), we will decide what happens.

## 11. WHAT CAN YOU DO IF YOU DO NOT LIKE YOUR DREAM BIKE?

This also can happen.

Irrespective of the following statutory right of withdrawal, we also offer you the option of declaring your cancellation to the dealer you selected when placing your order by **returning the bike to and filling out the return form at the dealership within the 14-day return period** starting the day you collected the bike. In this case, **the dealer will take care of the proper packaging and shipping of the goods to us**. You will only be charged the costs for collecting the bike from the

dealer and shipping it to us. These costs amount to 50 €.

This return option does not apply to purchases from retailers.

You may alternatively exercise your statutory right of withdrawal.

## **The statutory right of withdrawal**

### **Cancellation policy**

If you are an end-consumer, you have the right to withdraw from this contract within 14 days without giving reasons.

The cancellation period is 14 days from the date on which you or a third party named by you, who is not the carrier, has taken possession of the last goods.

To exercise your right of withdrawal, you must inform us, FOCUS Bikes GmbH , Europa-Allee 26, D-49685 Emstek, or by emailing [info@focus-bikes.com](mailto:info@focus-bikes.com) with a clear statement (for example, a letter sent by mail or e-mail) of your decision to withdraw from this contract. You can also use the sample withdrawal form, however, using this form is not obligatory.

### **Consequences of the cancellation:**

If you cancel this agreement, we are obliged to return all payments we have received from you, including delivery charges (except for any additional costs arising from choosing a different delivery method than the cheapest standard delivery we offer) immediately and at the latest within 14 days from the day on which the notification of your cancellation of this contract has been received by us. For this repayment, we will use the same payment method as you used for the original transaction unless explicitly agreed differently with you; Under no circumstances will you be charged repayment fees. We may refuse to repay you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return the goods to us immediately and in any event not later than 14 days from the date on which you informed us of the cancellation of this contract. The deadline is met if you send the goods before the deadline of 14 days. You bear the immediate costs of returning the goods. The cost is estimated at about 50 €.

You only have to pay for any loss of value if this loss of value is caused by you to an extent that makes it unnecessary to test the quality, characteristics and functioning of the goods.

### **End of revocation declaration**

### **Sample cancellation form**

Should you wish to cancel the contract, please complete and return this form to us.

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To  
FOCUS Bikes GmbH  
Europa-Allee 26, D-49685 Emstek, Germany  
E-mail: [info\(at\)focus-bikes.com](mailto:info(at)focus-bikes.com)  
Telephone: +49 (0)711 2484880  
Fax: +49 (0)4471.966-210

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

- Ordered on (\*)/received on (\*)

- Name of the user(s)

- Address of the user(s)
- Signature of the user(s) (for hard-copy notification only)
- Date

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(\*) Delete where not applicable.

## 12. LIMITATION OF LIABILITY

If we caused any damage, we will of course also compensate you for the subsequent damage. However, this does not apply if a material or financial loss was caused only through slight negligence by us, one of our legal representatives or one of our vicarious agents and no essential contractual obligation was breached. An essential contractual obligation is one on whose fulfilment you can trust in the implementation of the contract, because otherwise the purpose of the contract can not be achieved.

This does not affect our liability under the Product Liability Act.

## 13. FINAL LEGAL PROVISIONS

In the event of new legal requirements or changes in legislation, these Terms and Conditions of Sale will need to be amended. If you have registered, you will receive a message from us. Otherwise, we will inform you when you place your next order. If you do not object to a change within four weeks, you will be regarded as having accepted the latest regulations. However, in relation to the communication of the amended regulations, we will of course make you aware of the need for a timely objection and the consequences arising therefrom.

Please note that we have decided not to participate in dispute resolution procedures before consumer arbitration boards.

The EU Commission provides an internet platform for online dispute resolution at the following link: <https://ec.europa.eu/consumers/odr>. This platform is a contact point for the out-of-court settlement of disputes arising from online purchasing or service contracts in which a consumer is involved. We are neither required nor willing to participate in a dispute resolution process before a consumer arbitration board.

## 14. APPLICABLE LAW

The entire legal relationship between you and FOCUS Bikes is based on German law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) will not apply.

[CONTACT](#)