

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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1. WHO WILL YOUR CONTRACTUAL PARTNER BE?

FOCUS Bikes is part of Kalkhoff Werke GmbH.

Your contractual partner for all products that you purchase through our shop is Kalkhoff Werke GmbH; Europa-Allee 26, D-49685 Emstek/Germany
Directors: Jan Cornelis van der Heiden, Wolfgang Wildemann, Fedde Wildenbeest, Mirjam Van Coillie
Registered at: Oldenburg District Court, HRB 150368; VAT ID No. 117 113 386

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:

Kalkhoff Werke GmbH

Europa-Allee 26
D-49685 Emstek

+49 4471 966-401745

info@focus-bikes.com

3. THE BEST OF BOTH WORLDS

"Engineered in Germany" – we design, test and upgrade our bikes at our FOCUS premises in Stuttgart. Our bikes are built in Germany at our headquarters in Cloppenburg.

In addition, one of our competent specialist dealers is always at your disposal for all questions and services. Entering your zip code will find the dealers near you, they will build the bike and make it perfect for you. If there are any problems with the bike - no problem - your dealer will help you quickly.

4. WHICH SIZE DO I NEED?

We've provided a list of recommended sizes of each of our models based on users' height and inside leg length.

However, if you're still unsure what size you need, please do not hesitate to contact our service team or one of our dealers.

5. HOW DO I ORDER?

Our online shop allows you to compare, select and order the products in peace and without shop opening hours. We normally only offer bicycles which are available immediately, in an attempt to keep our inventory system as tidy as possible. Should the model you want be unfortunately unavailable, we will contact you; both parties then have the option of cancelling the contract.

Should there be any questions about the order or the product remain open, our service team is available by phone at +49 4471 966-401745 or by email at info@focus-bikes.com. Of course, our dealers will be happy to help you. On our homepage, you will find the nearest retailer.

After ordering all our bikes will be delivered to your chosen dealer. So we guarantee an ideal structure and the perfect attitude for you and the best service if something sticks to the bike.

If your desired wheel leaves our warehouse, you will receive an email from us. Once your bike has been set up at the dealer, it will inform you by mail and phone. Please pick up the bike from the dealer within 7 working days. He adjusts the bike to your needs.

Your contact information will be forwarded to the contact person you selected. This will inform you then after the final construction, that you can pick up the bike.

If you do not manage to pick up the bike or you do not like the bike, our dealer will take over the handling. They fill out the return form with you.

Is registration required for the order? To order the bike you have to register with us. This will allow you to check your order status, get in touch with us, and get an overview of your order history.

All messages from us, respectively the dealer, affect exclusively the order processing. If you also want to receive special offers or our newsletter, you have to sign up for this separately when ordering. More information about this can be found in our privacy policy.

6. DO I 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, you will 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.

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7. HOW IS THE PAYMENT DONE?

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

Germany: Creditcard (Visa & Mastercard), PayPal, Klarna instant transfer, Giropay

Netherlands: Creditcard (Visa & Mastercard), PayPal, iDeal

France: Creditcard (Visa & Mastercard), PayPal, Cartes Bancaires

Austria: Creditcard (Visa & Mastercard), PayPal

Spain: Creditcard (Visa & Mastercard), PayPal

Poland: Bilk, Creditcard (Visa & Mastercard)

Belgium: Bancontact, Creditcard (Visa & Mastercard), PayPal

Czech Republic: Creditcard (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 ARE THE PRICES AND PAYMENT CONDITIONS?

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.

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 I REDEEM PROMOTIONAL VOUCHERS?

The following conditions apply only to our promotional vouchers unless specified otherwise. They do not apply to credit notes (i.e. vouchers that have been purchased, as gifts for example):

(1) Promotional vouchers can only be redeemed through our online shop. To redeem a voucher, the same email address to which the voucher was sent must be used during the order procedure. Vouchers may not be transferred. Only one voucher may be redeemed per order. Vouchers may not be combined with each other or redeemed for their cash value; they do not attract interest.

(2) You will be notified of the validity period of a voucher and the minimum price at which it must be redeemed (incl. VAT, without shipping costs and other charges) at the time the voucher is issued.

(3) The voucher value will be distributed pro rata across the price of all products ordered. If products are returned, the voucher value will be credited in proportion to the value of the returned products. If a voucher can only be redeemed for a specified minimum purchase price, this minimum purchase price must be reached even if certain products are returned otherwise the remaining value of the voucher will not be credited. If an order is returned in full, the value of a promotional

voucher will not be credited and it will not be possible to reuse the voucher.

10. WHAT DO I DO IF MY BIKE TURNS OUT TO HAVE DEFECTS?

Of course, before the shipment of the products, there is an exit inspection. Transport damage on the way to the dealer can unfortunately sometimes occur. Of course, we will replace the bike and you will not incur any costs here.

For any complaints please contact your local dealer. He will expertly examine your desired bike and coordinate further measures for dealing with defects with us. As a rule, we then try to get repairs underway as soon as possible. For supplementary performance (as in repairing or replacement), we will decide the matter.

11. WHAT DO I DO IF I AM UNHAPPY WITH MY BIKE?

Unfortunately, this does happen from time to time.

Irrespective of your legal right to cancel the order (as explained below), you also have the option of cancelling the order by returning the bike to your selected dealer and completing with them the return form by the required deadline stated above. In this case, the dealer will pack the bike for shipment and ready it for return to us on your behalf. You will be charged only for the cost of picking up the bike from the dealer and shipment to us. This will be €50. The option to give back the bike is not effective when a dealer buys the bike.

You may alternatively exercise your statutory right to withdrawal.

The legal right of withdrawal

Cancellation

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, i. Kalkhoff Werke GmbH, Europa-Allee 26, D-49685 Emstek, or by emailing 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 model withdrawal form, which is not required.

Consequences of the cancellation:

If you cancel this Agreement, we will have all payments we have received from you, including delivery charges (except for the 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 means of payment as you used in the original transaction unless expressly agreed otherwise with you; In no case will you be charged for these 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 the earlier. You must return the goods to us immediately and in any event not later than 14 days from the date on which you inform 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 a maximum of about 50 EUR.

You only have to pay for any loss of value of the goods, if this loss of value is due to you to an extent not necessary for checking the nature, properties and functioning of the goods.

End of revocation

Model cancellation form.

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

To:

Kalkhoff Werke GmbH
Europa-Allee 26, D-49685 Emstek, Germany
E-mail: info(at)focus-bikes.com
Telephone: +49 (0)4471 966-401745
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

(*) Delete where not applicable.

12. LIMITATION OF LIABILITY

If we are responsible for any losses incurred by you, we will of course compensate you accordingly. This will not apply in cases in which you incur material or financial losses as a result of only moderate negligence on our part, on the part of one of our legal representatives or agents and there has been no violation of essential contractual obligations. Essential contractual obligations are those that necessarily have to be fulfilled in order to enable the performance of the contract and on compliance with which the other contracting party can generally rely.

We continue to remain liable under the stipulations of German product liability legislation.

13. CONCLUDING LEGAL PROVISIONS

We reserve the right to revise these general terms and conditions of sale if new legal requirements or jurisdiction make this necessary. We will inform you at once of any revision if you have created a customer account with us. Alternatively, we will notify you of any revision when you place your next order. If you do not object to the revision within four weeks of being notified, it will be assumed that you have approved the revised conditions. We will, of course, inform you of the necessity of lodging your objection within the specified period and the consequences of this when we notify you of the revised conditions.

Please note that we have made the decision not to participate in consumer arbitration procedures.

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

[CONTACT](#)