

# General terms and conditions for consumers of FOCUS Bikes

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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## I. Definitions

In these terms and conditions the following definitions apply:

1. Reflection period: The period within which the consumer can make use of his/her right of withdrawal
2. Consumer: The natural person who does not act for purposes related to his/her trade, business, craft or profession
3. Day: calendar day
4. Digital content: data produced and delivered in a digital way
5. Durable data carrier: Any tool - including e-mail - that enables the consumer or FOCUS Bikes to store information that is personally addressed to him/her in a way that prevents future consultation or use during a period that is tailored on the purpose for which the information is intended, and which allows unaltered reproduction of the stored information;
6. FOCUS Bikes GmbH : FOCUS Bikes GmbH , a legal entity that offers products, (access to) digital content and/or services to consumers at a distance
7. FOCUS Service Partner: One of the partners designated by FOCUS Bikes where the consumer wishes to pick up the ordered products/to have them delivered to their home
8. Right of withdrawal: The consumer's option to cancel the distance contract within the reflection period;
9. Distance contract: An agreement concluded between FOCUS Bikes and the consumer in the context of an organized system for distance selling of products, digital content and/or services, whereby exclusive use is made up to and including the conclusion of the agreement. one or more remote communication techniques.

## II. Identity/contract partner for all products in the FOCUS Online Shop:

FOCUS Bikes GmbH ; Europa-Allee 26 ; D-49685 Emstek

Directors: Moritz Failenschmid, Benjamin Gerold

Trade Register: Oldenburg HR B 150667 ; VAT number DE 813 431 817

## III. Applicability

1. These general terms and conditions apply to and form an integral part of every offer from FOCUS Bikes and to every distance agreement concluded between FOCUS Bikes and the consumer.
2. Before the distance contract is concluded electronically, the text of these general terms and conditions is made available to the consumer electronically in such a way that it can be easily stored by the consumer on a durable data carrier. If this is not reasonably possible, before the distance contract is concluded, it will be indicated where the general terms and conditions can be consulted electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.
3. Insofar as specific product conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis.

#### **IV. The offer**

1. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
2. The offer contains a complete and accurate description of the products, digital content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the consumer. If FOCUS Bikes uses images, these are a true representation of the products, services and/or digital content offered. Obvious mistakes or obvious errors in the offer are not binding on FOCUS Bikes.
3. Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer. This concerns in particular the price including taxes, any costs of delivery, the manner in which the agreement will be concluded and which actions are required for this, whether or not the right of withdrawal applies, the method of payment, delivery and execution of this agreement, the term for acceptance of the offer, or the term within which FOCUS Bikes guarantees the price.

#### **V. The Agreement**

1. If the consumer has accepted the offer electronically, FOCUS Bikes will confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by FOCUS Bikes, the consumer can dissolve the agreement.
2. If the agreement is concluded electronically, FOCUS Bikes will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe web environment. FOCUS Bikes will observe appropriate security measures for electronic payments.
3. FOCUS Bikes can inform itself within legal frameworks whether the consumer can meet his payment obligations, as well as all those facts and factors that are important for a responsible conclusion of the distance contract. If FOCUS Bikes has good reasons not to enter into the agreement on the basis of this investigation, it is entitled to refuse an order or request with reasons or to attach special conditions to the execution.
4. At the latest upon delivery of the product or service to the consumer, FOCUS Bikes will send the following information, in writing or in such a way that it can be stored by the consumer in an accessible manner on a durable data carrier:

- A) the visiting address/data of the FOCUS Service Partner where the consumer can go with complaints;
- B) the conditions under which and the manner in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- C) the information about warranties and existing after-sales service;
- D) the information included in Article IV paragraph 3 of these general terms and conditions unless FOCUS Bikes has already provided this information to the consumer before the execution of the agreement;
- E) if the consumer has a right of withdrawal, the model withdrawal form.

#### **VI. Right of withdrawal**

1. The consumer can dissolve an agreement with regard to the purchase of a product during a reflection period of 14 days without stating reasons. FOCUS Bikes may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s). The reflection period starts on the day after the consumer, or a third party designated in advance by the consumer, who is not the carrier, has received the product.
2. The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

## **VII. Obligations of the consumer during the reflection period**

1. During the cooling-off period, the consumer will handle the product and the packaging with care. He/She will only unpack or use the product to the extent necessary to determine the nature, characteristics and functioning of the product. The basic principle here is that the consumer may only handle and inspect the product as he/she would be allowed to do in a store.
2. The consumer is only liable for depreciation of the product that is the result of a way of handling the product that goes beyond what is permitted in paragraph 1.

## **VIII. Exercise of the right of withdrawal by the consumer and the accompanying costs**

1. If the consumer makes use of his right of withdrawal, he/she reports this to FOCUS Bikes within the cooling-off period by means of the model withdrawal form (attached as Annex 1) or in another unambiguous manner.
2. As soon as possible, but no later than 14 days from the day following the notification referred to in paragraph 1, the consumer - in accordance with the reasonable and clear instructions provided by FOCUS Bikes - sends the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to FOCUS Bikes, or he/she hands this over to the FOCUS Service Partner where the product was delivered.
3. If the consumer makes use of his/her right of withdrawal, the costs of return will be for his/her account. The costs for the return are a maximum of EUR 50 (fifty euros).
4. If the consumer has paid an amount to FOCUS Bikes, FOCUS Bikes will refund this amount as soon as possible, but at the latest within 14 days after the withdrawal.

## **IX. The price**

1. The prices stated in the offer include VAT.
2. If FOCUS Bikes proceeds to a price reduction after the agreement has been concluded, a consumer cannot derive any rights from this.

## **X. Compliance with agreement, conformity and warranty**

1. FOCUS Bikes guarantees that the products comply with the agreement, the specifications stated in the offer (with the exception of what is stipulated in paragraph 2 below), the reasonable requirements of reliability and/or usability and the agreement existing legal provisions and/or government regulations.
2. In some cases (e.g. due to delivery problems by suppliers), the specifications of the product may deviate from the specifications stated in the offer (i.e. on the FOCUS Bikes website). If the consumer does not agree to this after delivery and for that reason wishes to make use of his right of withdrawal, the costs of the return will be borne by FOCUS Bikes, contrary to the provisions of Article VIII paragraph 3.
3. The warranty conditions as included in the warranty booklet supplied with the product apply to the products and the distance contract.
4. Claims under the warranty must be submitted - while presenting the product for inspection - via one of the FOCUS Service Partners. At the same time, the original purchase receipt, as well as the original warranty certificate supplied with the product, must be handed over to the FOCUS Service Partner.



## **XI. Delivery and execution**

1. The place of delivery is the address where the product was delivered to the consumer. That is either at one of the FOCUS Service Partners or at a location you specify.
2. With due observance of what is stated in Article IV of these general terms and conditions, FOCUS Bikes will execute accepted orders expeditiously but at the latest within 30 days, unless a longer delivery period has been agreed. If the delivery to the FOCUS Service Partner is delayed, or if an order cannot or only partially be executed, the consumer will be notified of this no later than 30 days after he has placed the order. In that case, the consumer has the right to dissolve the agreement.
3. In the event of dissolution in accordance with the previous paragraph, FOCUS Bikes will (if applicable) refund the amount paid by the consumer as soon as possible, but no later than 30 days after dissolution.
4. The risk of damage and/or loss of products rests with the FOCUS Service Partner until the time of delivery by the FOCUS Service Partner to the consumer.

## **XII. Payment**

1. Insofar as not provided otherwise in the agreement or additional terms and conditions, the amounts owed by the consumer must be paid immediately upon ordering the product (i.e. upon concluding the agreement).
2. The consumer has the obligation to immediately report inaccuracies in provided or stated (payment) data to FOCUS Bikes.
3. You can choose from the following Payment Methods

Credit card (Visa & Mastercard), PayPal, Ideal

## **XIII. Processing of personal data**

Consumer personal data is collected, used and processed by FOCUS Bikes in accordance with the FOCUS Bikes Privacy Statement, which can be found on the FOCUS Bikes website ([https://www.focus-bikes.com/nl\\_en/privacy-policy](https://www.focus-bikes.com/nl_en/privacy-policy)).

## **XIV. Additional or different provisions**

1. Changes to these terms and conditions will only take effect after they have been published in an appropriate manner, on the understanding that in the event of applicable changes during the term of an offer, the provision most favorable to the consumer will prevail.

## **XV. Complaints**

1. Complaints can be submitted to FOCUS Bikes by e-mail to [info@focus-bikes.com](mailto:info@focus-bikes.com) or via the [contact form](#) on the FOCUS Bikes website.
2. If the consumer is not satisfied with the handling of a complaint by FOCUS Bikes, this complaint can be submitted to the Disputes Committee via the European ODR Platform (<http://ec.europa.eu/consumers/odr/>).

## **XVI. Applicable law, competent court**

1. The legal relationship between you and FOCUS Bikes/ FOCUS Bikes GmbH is governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (the “Vienna Sales Convention”) does not apply.

## **Annex 1: Model withdrawal form**

Model withdrawal form (only complete and return this form if you wish to revoke the agreement)

[CONTACT](#)