

CONDITIONS OF USE AND PURCHASE

- INTRODUCTION

This document sets out the conditions governing the use of this website (www.cyclicbikes.com) and the purchase of products therein (hereinafter the "Terms", "Conditions" or "Terms and Conditions") in accordance with current regulations governing this matter. Please read these Conditions, our Cookie Policy, our Privacy Policy, and our Legal Notice carefully before using this website. By using this website or placing an order through this website you agree to be bound by these Terms and the legal texts contained in the website, so if you do not agree with all the Terms and the Data Protection Policies, you should not continue to browse our website.

If you have any questions regarding the Terms or the Data Protection Policy, please do not hesitate to contact us through our contact channels.

- ABOUT US

The business responsible for the sale of items through this website is:

Company Name: CYKLIK URBAN BIKES SL

Address: Calle María de Luna 11, Nave 10 CP.50018, Zaragoza, España.

C.I.F.: B99528366

Telephone: 976051908

E-mail: info@cyclicbikes.com

- YOUR DATA AND YOUR VISITS TO THIS WEBSITE

The information or personal data you provide about yourself will be processed in accordance with the provisions of the relevant Legal Texts integrated into the website. By using this website, you consent to the processing of such information and declare that all information or data provided by you is true and corresponds to reality.

- USE OF OUR WEBSITE

By using this website and placing orders through this website you agree to:

- I. use this website only to make legally valid inquiries or orders.
- II. not place any false or fraudulent orders. If it can be reasonably considered that such an order has been placed, we are entitled to cancel it and inform the relevant authorities.
- III. provide us with your email address, postal address and/or other contact details in a truthful and accurate manner. You also agree that we may use such information to contact you if necessary, for those purposes detailed in our Privacy Policy. If you do not provide all the necessary information, we will not be able to process your order.

- IV. By placing an order through this website, you declare that you are at least 18 years old and have the legal capacity to enter a contract.

- SERVICE AVAILABILITY

The articles offered through this website are available for shipment throughout Spain, Europe and various international destinations. You can contact us by any of the means at your disposal in our webpage to find out about international destinations.

- HOW TO PLACE AN ORDER

To place an order through the website, one of the following procedures must be followed, depending on the type of product you wish to purchase.

To place an order, the Customer must have previously registered, filling in their details using the registration form. The Client is obliged to verify the data provided on the form, as well as the accuracy of the products and services chosen. This web page will warn of those sections that, being obligatory to carry out the processing of the order, have not been fulfilled correctly or have been left empty. Also, this website offers the details of all the items you have added to your basket during the purchase process, so that, before making the payment, you will be able to modify and/or remove the products from your order.

- Non-personalized product; To place an order, you must follow the online purchase procedure and click on "**Authorize payment**". After this, you will receive an email acknowledging receipt of your order (the "Order Confirmation"). We will also inform you by email that the product is being sent (the "Shipping Confirmation").

- Customised product; To place an order, you must follow the online purchase procedure, choose the customisable features that are available for that order and click on "**Authorize payment**". You will then receive an email acknowledging receipt of your order (the "Order Confirmation"). We will also inform you by email that the product is being shipped (the "Shipping Confirmation").

- TECHNICAL MEASURES TO CORRECT ERRORS

If you find that an error has occurred when providing your personal data during registration as a user of this website, you can modify your data in the "my account" section.

In any case, before making the payment, the Customer will be able to check in the website the selected products and the details of his order so that, if necessary, he can modify or correct it. If an error is detected after the payment process has been completed, you must contact our

customer service department immediately by any of the means available in the website to correct the error.

In any case, the address can only be modified before we inform you by email that your order has left our premises.

Please note that if the carrier must make a second delivery attempt because of a mistake in the data provided by the customer, the customer will have to pay the second attempt at the same rate of the original order.

The user must take into account that, if the products are personalized, they cannot be modified or replaced after 48 hours from the time of receipt of the order confirmation.

- PRODUCT AVAILABILITY

All orders are subject to product availability. If there are any difficulties in supplying products or if there are no items left in stock, the customer will be given the option of either receiving a refund of the amounts paid or exchanging the product for another one of the same price.

- DELIVERY

Unless there are circumstances arising from the customization of the products, or unforeseen or extraordinary circumstances, we will send the order within the time limits indicated on the website according to the destination.

If for any reason we cannot meet the delivery date, we will inform you of this circumstance so that a new delivery date can be set. Please note, in any case, that deliveries will be made from Monday to Saturday.

For the purposes of these Conditions, "delivery" of the order shall be deemed to have taken place at the time when you or a third party indicated by you acquires material possession of the products, which shall be evidenced by your signature on receipt of the order at the agreed delivery address. You will be responsible for the risks of the products once you have acquired ownership of them, which will be considered yours from the time of delivery, under the conditions indicated above.

- UNSUCCESSFUL DELIVERY

Our transport provider will send you a notification to inform you of the approximate day of delivery. If at that time you know you will not be able to receive it, please contact them at the phone number listed on the notification. If for any reason you have not been able to notify them and when they try to deliver the order you are not able to receive it, our transport provider will try to contact you to arrange another appointment. In the event that the transport provider have tried to deliver it twice and have not been able to, the package will remain at the carrier's facilities for a certain period of time, which will be noted through the

corresponding notification of non-delivery, and the customer will be able to pick it up at those facilities during the period of time established by them.

If the customer does not pick up the package within the period established by the carrier, we will understand that he wishes to withdraw from the contract and we will consider it terminated, with the following details.

Because of the resolution of the contract, except for the products exempt from withdrawal that are detailed below (customisable products), we will return the price of the product that you have purchased. However, the customer must consider that neither the delivery costs nor the additional costs resulting from the impossibility of carrying out the delivery, due to causes beyond the control of the carrier, will be refunded.

The payment will be refunded to you without any undue delay and in any case within a maximum of 14 days from the date on which we consider the contract terminated. Please note that transport costs resulting from the termination may be additional, so we are entitled to pass on those costs to you.

- PRICE AND PAYMENT

The prices on the website include VAT, but exclude shipping costs, which will be added to the total amount due and will be itemized prior to payment.

Prices may change at any time, but (except as stated above) any changes will not affect orders for which we have already sent you an Order Confirmation.

Once you have selected all the items you wish to purchase, they will be added to your basket and the next step will be to process the order and proceed with the payment. To do this, you must follow the steps of the purchase process, filling in or checking the information requested at each step.

Also, during the purchase process, before making the payment, you can modify the data of your order.

You can use as a means of payment, credit cards or bank transfers to the account number: **EN13 0081 5543 5200 0131 9641**

By clicking on "**Authorize Payment**" you are confirming that the credit card is yours if you have used that payment method.

To minimize the risk of unauthorized access, your credit card details will be encrypted. Credit cards are subject to verification and authorization by the credit card company, but if the credit card company does not authorize payment, we are not responsible for any delay or non-delivery and cannot enter into an agreement with you.

- VALUE ADDED TAX AND INVOICING

In accordance with the provisions of Article 68 of Spanish Law 37/1992 of 28 December on Value Added Tax, the delivery of the articles will be understood to be located in the territory of application of Spanish VAT if the delivery address is in Spanish territory except for the Canary

Islands, Ceuta and Melilla. The applicable VAT rate will be the one legally in force at any given time depending on the specific article in question.

You expressly authorise us to issue the invoice on an electronic form, although you may indicate at any time your wish to receive an invoice on paper, in which case we will issue and send the invoice in that format.

- RETURN POLICY

Right of withdrawal

If you are contracting as a consumer and user, you have the right to withdraw from this contract within 14 calendar days without any justification, except when the object of the contract is a personalised product.

The withdrawal period will expire after 14 calendar days from the day you or a third party other than the carrier, as indicated by you, acquired material possession of the goods or, if the goods which make up your order are delivered separately, after 14 calendar days from the day you or a third party other than the carrier, as indicated by you, acquired material possession of the last of those goods.

To exercise your right of withdrawal, you must notify us by any means made available to you on the Website (telephone, email, chat and forms), of your decision to withdraw from the contract by making an unambiguous statement (for example, a letter sent by post or email).

You may use the withdrawal form attached to these Terms, but its use is not obligatory. To comply with the withdrawal period, it is sufficient that the communication concerning your exercise of this right is sent before the expiry of the relevant period.

Consequences of withdrawal

In case of withdrawal on your part, except in the case of products that are exempt from withdrawal, we will refund the full price of the products. However, the customer must bear in mind that he will not be reimbursed for the delivery costs or any additional costs resulting from the impossibility of carrying out the delivery, for reasons beyond the control of the carrier.

The money will be refunded to you without any undue delay and in any case within a maximum of 14 days from the date on which you inform us of your decision to withdraw from this contract. We will make such refund using the same payment method you used for the initial transaction. You will not incur any costs because of the refund itself (other than any return costs imposed by the carrier). Notwithstanding the above, we may withhold the refund until we have received the goods, or until you have provided proof of return of the goods, whichever is the earlier.

You must return the goods to us or deliver them directly to the premises of CYKLIK URBAN BIKES SL, Calle María de Luna 11, Nave 10 CP.50018, Zaragoza, España, or request a return by courier, without any undue delay and, in any case, within a maximum of 14 calendar days from

the date on which you inform us of your decision to withdraw from the contract. The deadline will be deemed to have been met if you return the goods before the end of this period.

Unless you personally return the goods to our warehouse, you shall bear the direct cost of returning the goods.

You shall be responsible for any diminution in the value of the goods resulting from handling other than that necessary to establish the nature, characteristics and functioning of the goods.

Common provisions

You do not have the right to withdraw from the contract for the supply of any of the following products:

- Personalised items.
- Music CDs/DVDs without their original packaging.
- Goods sealed for reasons of hygiene which have been unsealed after delivery.

Your right to withdraw from the contract will only apply to those products that are returned in the same condition as you received them. No refund will be made if the product has been used beyond the mere opening of the product, products that are not in the same condition as they were delivered or have suffered any damage, so you must be careful with the product(s) while they are in your possession. Please return the item using or including all original packaging, instructions and other accompanying documents.

For the case of products that are not personalized, you can make the returns in the warehouse located at Calle María de Luna 11, Nave 10 CP.50018, Zaragoza, España, delivering along with the article, the invoice that you will have received attached to the Shipping Confirmation, which is also kept in your account on the website.

In case of return by courier, you must contact us through the phone number or email provided at the beginning, so we can arrange the collection at your home. You must deliver the goods in the same package that you received them, following the instructions that will be provided by the seller upon receipt of your wish to cancel.

Please note that if you decide to return the goods to us carriage forward, we are entitled to charge you for any costs we may incur.

After examining the item, we will inform you whether you are entitled to a refund.

Please note that if you exercise your statutory right of withdrawal, the seller is not responsible for any transport risks and we cannot assume the risk of the return package. In any case, the rights and actions recognised by the legislation in force remain unaffected.

Returns of defective products

In cases where you consider that at the time of delivery the product does not comply with the contract, you must contact us immediately through our contact channels providing the product data, as well as the damage it suffers supported by visual proof (photographs, video, etc.) and then we will indicate the way to proceed.

The product can be returned directly to the warehouse with address Calle Maria de Luna 11, Nave 10 CP.50018, Zaragoza, España or contact us to give the relevant instructions.

We will examine the returned product carefully and we will inform you by e-mail within a reasonable period whether the refund or the replacement of the product (if applicable) is appropriate. The refund or replacement of the item will be made as soon as possible and in any event within 14 days from the date we send you an e-mail confirming that a refund or replacement of the non-conforming item is appropriate.

Any payment for products that is returned because of a defect or fault, where this exists, will be fully refunded to you, including any delivery charges incurred in delivering the item to you and any costs you may have incurred in returning it to us. The return will be made by the same means of payment that was used to pay for the purchase.

In any case, the rights recognised by the legislation in force are not affected.

- GUARANTEES

If you contract as a consumer and user, we offer you guarantees on the products that we market through this website, in the terms legally established for each type of product, responding, therefore, for the lack of conformity of the same that is manifested within a period of two years from the delivery of the product.

It is understood that the products are in conformity with the contract provided that (i) they conform to the description made by us and possess the qualities that we have presented on this website, (ii) they are suitable for the uses for which products of the same type are normally intended and (iii) they present the usual quality and performance of a product of the same type that can be reasonably expected. In this regard, if any of the products do not comply with the contract, you must inform us by following the procedure detailed in the previous section (returns of defective products) and through any of the means of communication provided for this purpose.

Notwithstanding the above, it must be taken into account by the buyer that the characteristics of the products may vary slightly with the photo published on the website, for example the shade of colors by the light where the picture was taken.

- WRITTEN COMMUNICATIONS

Applicable regulations require that some of the information or communications we send you be in writing. By using this website, you agree that most such communications with us will be electronic. We will contact you by email or provide you with information by posting notices on this website. For contractual purposes, you agree to use this electronic means of communication and acknowledge that any contracts, notices, information and other communications that we send to you electronically comply with the legal requirements to be in writing. This condition will not affect your statutory rights.

- NOTICES

Notifications that you send us should be provided through our email address provided at the beginning. In accordance with the above and unless otherwise stated, we may send you

communications either by e-mail or to the postal address you provided at the time of placing an order.

Notifications will be deemed to have been received and properly made at the time they are posted on our website, 24 hours after an e-mail is sent, or three days after the postmark date of any letter. To prove that notice has been given, it will be sufficient to prove, in the case of a letter, that it was properly addressed, stamped and delivered to the post office or a post box and, in the case of an e-mail, that it was sent to the e-mail address specified by the recipient.

- EVENTS BEYOND OUR CONTROL

We will not be liable for any failure or delay in the performance of any of our obligations under this Agreement where such failure or delay is due to events beyond our reasonable control ("Force Majeure").

Force Majeure shall include any act, event, failure to perform, omission or accident which is beyond our reasonable control and shall include, but not be limited to, the following:

- a. Strikes, lockouts or other industrial action.
- b. Civil commotion, riot, invasion, terrorist threat or attack, war (whether declared or not) or threat or preparations for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- d. Impossibility of the use of trains, ships, planes, motor transport or other means of transport, public or private.
- e. Impossibility of using public or private telecommunications systems.
- f. Acts, decrees, legislation, regulations or restrictions of any government or public authority.

It will be understood that the obligations will be suspended during the period in which the Cause of Force Majeure continues, and we will have an extension in the term to fulfil these obligations for a period of time equal to the duration of the Cause of Force Majeure. We will use all reasonable endeavours to terminate the Force Majeure Event or to find a solution that will enable us to fulfil our obligations despite the Force Majeure Event.

- WAIVER

Failure by us to require you to comply strictly with any of your obligations under a contract or these Terms or to exercise by us any rights or remedies to which we may be entitled under such contract or these Terms shall not waive or limit any such rights or remedies or relieve you from any such obligations.

No waiver by us of any particular right or remedy shall be deemed to be a waiver of any other rights or remedies under the Agreement or the Terms. No waiver by us of any of these Terms or any rights or remedies under a contract will be effective unless it is expressly stated to be a

waiver and is executed and communicated to you in writing in accordance with the Notice section above.

- PARTIAL NULLITY

If any of these Terms and Conditions or any provision of a contract is declared null and void by a final decision of the competent authority, the remaining terms and conditions shall remain in force and shall not be affected by such declaration of nullity.

- COMPLETE AGREEMENT

These Terms and any documents expressly referred to in these Terms constitute the entire agreement between you and us in relation to the subject matter hereof and supersede any prior agreements, understandings or promises made between you and us either orally or in writing.

You and we acknowledge that we have consented to the conclusion of a contract without relying on any statement or promise made by the other party or which may be inferred from any statement or writing in the negotiations between us prior to the contract, except as expressly referred to in these Terms.

Neither you nor we shall have any action against any untrue statement made by the other party, whether orally or in writing, prior to the date of a contract (unless such untrue statement was made fraudulently) and the only action available to the other party shall be for breach of contract in accordance with these Conditions.

- OUR RIGHT TO CHANGE THESE CONDITIONS

We reserve the right to modify the Terms and Conditions. We will keep you informed of any substantial changes made to them. Any changes made will not be retroactive and, subject to possible exceptions on a case-by-case basis, will apply after 30 days from the date of publication in the relevant notice.

If you do not agree with the changes made, we recommend that you do not use our website.

- APPLICABLE LAW AND JURISDICTION

The use of our website and contracts for the purchase of products through this website shall be governed by Spanish law.

Any dispute arising out of or in connection with the use of the website or such contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts.

If you are contracting as a consumer, nothing in this clause will affect your rights under current legislation.

- COMMENTS, SUGGESTIONS, COMPLAINTS AND CLAIMS

Your comments and suggestions are welcome. Please send us your comments and suggestions, as well as any queries, complaints or claims, through our contact channels or the postal or e-mail address indicated in clause 2 of these Conditions.

In addition, we have official complaint sheets available to consumers and users. You can request them through our contact channels.

Your complaints and claims to our customer service will be dealt with as soon as possible and in any case within the legally established time limit.

If you, as a consumer, consider that your rights have been violated, you can send us your complaints through the e-mail address provided at the beginning in order to request an out-of-court settlement of disputes.

In this regard, if the purchase between you and us was made online through our website, in accordance with EU Regulation No. 524/2013, we inform you that you have the right to request an out-of-court settlement of consumer disputes with us, accessible via the Internet address <http://ec.europa.eu/consumers/odr/>.

- SPECIFIC CONDITIONS FOR CUSTOMISED PRODUCTS

Some articles are customizable and adaptable to customer's indications (hereinafter the "Customized Products"), and can be manufactured according to customer's specifications (hereinafter the "Content"). For such articles, the following additional and specific conditions shall apply:

Non-applicability of the Right of Withdrawal

In accordance with current consumer and user regulations, the Right of Withdrawal shall not apply with respect to the "supply of goods made to consumer and user specifications or clearly personalized". Therefore, the customer will not be able to exercise the Right of Withdrawal with respect to the Personalized Products. The refund of the amount of such items will only be made in cases where the product has some kind of defect or has suffered some damage that is not attributable to the customer himself.

ANNEX 1

Sample withdrawal form

(You should only complete and send this form if you wish to withdraw from the contract)

To the attention of CYKLIK URBAN BIKES SL:

Address: Calle María de Luna 11, Nave 10 CP.50018, Zaragoza, España

C.I.F.: B99528366

E-mail:

I hereby inform you that I am withdrawing from my contract of sale of the following order:

Tracking number/order:

Received on the day:

Name of the consumer:

Consumer's address:

Signature of consumer (only if form is submitted on paper)

Date: