Issue: 2022 [EN]



# **General Business Terms**

### 1. Validitu

The business relationship between Stoll Bikes AG and the customer shall be governed exclusively by the following General Terms & Conditions of Business in the version valid at the time the order is placed. The customer recognises that selling on the trail or at the customer's home is not classed as door-to-door selling. Any deviations to the terms & conditions require the written approval of Stoll Bikes AG.

### 2. The offer

All parts of our offer are non-binding and without obligation.

### 3. Delivery times

Delivery times are essentially non-binding, with the exception of agreed fixed times. There is no right to any claims for damage caused by a delay. Customers are required to accept partial deliveries, especially in the case of larger orders.

### 4. Risks and reward

Transferred as soon as the goods have been accepted or the consignment handed over.

## 5. Consignment

The cost of the packing charges and postage via DHL for Switzerland is CHF 12.—. Shipping in EU 20–100 Euro. Price on request.

All prices auoted are in Swiss francs incl. all VAT from Berinaen. If products are to be exported by Stoll Bikes AG for the customer. Stoll Bikes AG will handle the customs formalities. If the customer organises the export of the products, he/she may reclaim the VAT on presentation of the appropriate export documentation. In any case the customer is responsible for ensuring that all customs and tax formalities on imports are observed. Prices subject to modification. We reserve the right to bill for the charges valid on the day of delivery.

### 7. Payment

Orders are essentially delivered with an invoice. A deposit for the frame is due with the order.

 M2/T2 CHF 4000.-/€4000.- R1 CHF 4000.-/€4000.-• S1 CHF 6000.-/€6000.-

The remaining sum is due for payment within 10 days of delivery. In the case of orders placed via the online shop, the following payment options are available: PayPal and Strive.

Euro transfers into account: IBAN CH06 8080 8005 0045 7977 8 USD transfers into account: IBAN CH04 8080 8009 2548 3608 9

The goods remain our property until the full sum has been received. In the case of payment by invoice, we expect punctual payment in accordance with the terms printed on the invoice. You will receive a payment reminder by email in the event of a late payment. We will then charge CHF 20.00 for each additional reminder and if collection of the owed sum becomes required, we will charge a fee of CHF 120.00 plus default interest and the cost of collection.

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CHE-313.434.562 MWST CHE-313.434.562 Raiffeisenbank Schaffhausen USt-Id Nr. CH51 8080 8001 5357 3364 4 CH06 8080 8005 0045 7977 8 Bankname Inhaber BIC (SWIFT) RAIFCH22 // IID (BC-Nr.): 80808



### 8. Guarantee / Product liability

All of our products are delivered in impeccable condition. We guarantee all items/parts 2 years, for all Stoll Bikes frames (M1, T1, R1, M2, T2 and S1) 5 years from the date of purchase.

The design and technology of our frames are adapted to the customer. The quarantee therefore only applies to the first buyer and is only transferrable with the approval and confirmation of Stoll Bikes AG. This applies especially to second-hand purchases directly from Stoll Bikes AG. The sales receipt serves as proof of augrantee. If a augrantee claim is made, this does not result in an extension of the augrantee or re-setting of the guarantee period.

If any defect is identified in the items purchased, the customer can request either a repair or replacement. If rectification of the defect fails twice and the defect is significant, the customer is entitled to withdraw from the contract and can claim a reduction in the purchase price or payment of damages. The guarantee does not cover damage caused by natural wear and tear, abrasion, improper use and negligent or incorrect maintenance.

This quarantee is not valid if the customer or a third party attempts to repair the defect and causes the condition to deteriorate or if the cause of damage can no longer be ascertained as a result.

Fully frame kits are supplied with a pre-assembled shock absorber and detailed instructions for the assembly of the remaining components. A torque wrench must be used for correct assembly and the prescribed torque values must be accurately observed. The guarantee is rendered invalid if the components are not precisely assembled in accordance with the instructions of 'Stoll Bikes AG'.

The guarantee expires if the frame or fork are painted by the customer. This can lead to invisible damage to the frame or fork because we have no influence on the preparatory work and painting undertaken.

Exposed carbon has a supporting role in our technology. During the production process and hardening in the mould, slight shifts in the weave can occur. The reflection characteristics of carbon make even the slightest shifts in the weave process visible. These irregularities and small air pockets are the result of the technological process and cannot be avoided completely. They do not constitute defective workmanship.

The special process used in the practical operation can cause hairline cracks to develop in the filling or paint layer of the carbon frame during the standard painting process. These cracks are only small cosmetic defects and do not constitute grounds for submitting a guarantee claim.

Design transparencies can be subject to wear and tear caused by sunlight, use and cleaning. Any unsightly transparencies can be replaced, where stocks last but are classed as cosmetic defects and therefore do not constitute grounds for submitting a guarantee claim.

Unless otherwise specified below, no other claims will be accepted from the customer, whatever the legal reason given. Stoll Bikes AG is not liable for any damage caused by mishandling on the part of the customer or by external influences; in particular, Stoll Bikes AG is not liable for any loss of profit or financial losses experienced by the customer. Under no circumstances is the customer entitled to compensation for any damage which was not caused to the delivery item (consequential damage). The exclusion of liability does not apply unless otherwise required by mandatory law (e.g. product liability obligation).

## 9. Returns and exchanges

Items can be returned or exchanged in their original unopened packaging within a period of 10 days. In the case of an exchange, the full value of the product will be compensated. In the case of a return, we will refund the full value of the product minus a processing fee of 10% of the product value and min. CHF 15.00. Customer-specific orders e.g. for complete bikes cannot be returned. Racing trousers as well as washed or modified textiles cannot be exchanged.

## 10. Acceptance and place of jurisdiction

The customer agrees to the aforementioned general terms of contract on placing the order. The place of jurisdiction in the event of a dispute is the headquarters of Stoll Bikes AG.

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Stoll Bikes AG June 2022