

terms & conditions of business for XECC GmbH

1 area of validity

- a) these general terms and conditions (hereinafter referred as "TC") govern the conclusion, content and processing of contracts between XECC GmbH (hereinafter referred as "XECC") and its customers (hereinafter referred to as "customer") in connection with the sale of products and services.
- b) approval of these TC is deemed to have been granted upon submission of any verbal or written order/reservation by the customer.
- c) XECC provides its services as permitted by its operating resources and takes all reasonable and economically and technically feasible measures to safeguard its data and services.
- d) XECC can transfer provision of the services to third parties.

2 sales offer

- a) the sales offers are published by XECC on it's website www.xecc-bikes.com and/or are displayed in it's shop. colour-related or other deviations from the published offer are possible and do not entitle the customer to withdraw from purchase approvals
- b) subsequent changes to the offer may be implemented at any time, including correction of any errors in the price label or product/service description and declaration. errors in the published sale offers do not entitle the customer to claim actual delivery of the products/services by the erroneous conditions.
- c) as a rule, the delivery of sales offers is limited to customers who have their residence or a delivery address in Switzerland. however, XECC may permit deliveries of products abroad, subject to special restrictions and conditions. in all cases, the taxation and customs regulations of the respective destination country to which the products are being delivered apply.

3 ordering products and services

- a) the customer undertakes to provide truthful identification information when ordering products or services.
- b) persons aged under 18 or persons who do not have full legal capacity confirm with their order that they have obtained the consent of their legal guardian to conclude the respective transaction.
- c) XECC's records of orders made by the customer shall be deemed to be correct unless any investigations undertaken in this regard provide an indication of transmission errors.
- d) XECC does accept orders for products either by email, phone or by verbal expression in it's shop. the order of services does normally require a preceding consultation that can either be performed in XECC 's shop or by phone. in any case the customer receives an "order summary" with the final total price either by email or as a letter.

4 rental services

- a) rental periods are full days (24 hours or an integral multiple thereof). the rental period starts at the next full hour (thereafter referred as "rental start") after the hand-over of the rental object.
- b) rental period, the daily rental price as well as the required security deposit are individually set and fixed by writing at the time of the reservation or at the beginning of the rental period.
- c) hand-over of the rental object occurs in the shop of XECC after a copy of the customer's valid identification document (ID card, passport or driver licence), the payment of the security deposit in cash and the mutual signing of a document ("rental gear condition") describing the condition of the rental object has been done.
- d) the customer is responsible for returning the rental object in the same condition as described in the document "rental gear condition". rental objects that are returned in heavily soiled condition will be charged with additional CHF 25 for cleaning.
- e) the customer is not permitted to pass on the rental objects to third parties.
- f) the customer shall ensure that the equipment is looked after in such a way as to prevent it being taken by mistake or stolen. liability for lost or stolen rental property lies with the customer. in the event of theft, the customer is required to report the matter to the relevant security authority within 24 hours and to notify XECC of the theft without delay.
- g) in the event of damage or breakage due to failure to comply with the requisite duty of care, the customer is liable to pay in case of damage the cost of repair or the loss of market value or in case of breakage the full retail price.
- h) delayed returns of rental objects three or more hours after "rental start" are considered as an additional rental day and will result in an additional day's rental charge.
- i) reservations for rental objects are possible. reservation can be cancelled at any time, but an administration fee of CHF 30 applies. if XECC does not receive a cancellation notice by the time that the agreed rental period starts the daily rental price applies even if the rental object has not been picked up. the daily rental price is charged until the agreed rental period ends.
- j) if the customer returns the rental object before the agreed rental period ends or if he cancels an reservation after the rental period has already started an administration fee of CHF 30 applies beside the charge for the already used rental days.

5 conclusion of contract and right of revocation

- a) the sales offers published by XECC on it's website and displayed in the shop do not constitute a contractual offer. neither does the "order summary" (see section [3d]) or the reservation confirmation (see section [4]). orders made by customers are deemed to be an offer to XECC. the contract is concluded upon handout/delivery of the products or the provision of the service, subject to section [2b].
- b) the customer is entitled to revoke the order in verbal or written form within seven days (see section [4] for deviant conditions concerning

- rentals). the revocation period commences when the customer places the order. the period is deemed to have been accepted if the notice of revocation is expressed to XECC within the seven days. the customer is responsible for providing proof of revocation. the customer bears the cost of returning the products and for any additional costs incurred by XECC.
- c) revocation is excluded for contracts
- relating customized products that can not be sold to other customers, i.e. individually painted bike frames or similar products
 - relating to services that have already been provided by XECC
 - relating to audio and video recordings and software that can be downloaded or accessed by customers,
 - where the customer's performance does not exceed CHF 100.
- d) in the other cases, revocation is excluded if the products are no longer in their original packaging but have been opened (unsealed).

6 prices and payment terms

- a) all published or displayed prices include Swiss VAT. for deliveries outside switzerland, VAT and customs duties are calculated at the rates prevailing in the respective country of destination (the recipient's domicile).
- b) for any orders above CHF 500 XECC can demand for up-front payment before the order is executed or the service is performed. up-front payments are at least 30% of the total amount of the order (compare section [3d]).
- c) the customer must pay the price as stated in the "order summary" (compare section [3d]).
- d) the delivery of products or the handover of objects that were subject of services by XECC will only be completed if the price (compare section [3d]) is fully paid in advance.
- e) accepted payment methods of XECC are post or bank transfers and cash payment in the shop. customers that use post transfers (ES or ESR/BESR) have to add CHF 2 transaction fee to every payment. details for bank transfers can be found in the "impressum" of XECC's website.
- f) for postal deliveries a small-volume surcharge of CHF 10 will apply to orders with a value below CHF 50.

7 delivery of ordered products and services

- a) orders are handled in the sequence in which they are received by XECC.
- b) the products are distributed while supplies last. delivery of inspection items is not possible. reservations for products are possible, but the reservation period can not exceed seven days.
- c) the products remain the property of XECC until they have been fully paid for.
- d) ordered products are delivered by using the shipping services of Swiss Post (see section "shipping costs" under "terms & conditions" on XECC's website.
- e) if not otherwise stated a guideline delivery period of 5 working days applies to products shipped from XECC's stock. although no specific delivery times can be guaranteed.

- f) products orders that are not in XECC's stock will be delivered according to an individual delivery notification that the customer receives by email. if the customer does not accept the proposed delivery date he can revoke the order according to section [5].
- g) orders are delivered to the addresses in Switzerland that the customer communicated to XECC at the time of the order. subsequent changes to the delivery address can result in additional delivery costs. section [2c] applies to orders placed by customers who reside abroad.
- h) shipping is executed when all positions of an order are available. subsequent deliveries can be done on special request of the customer, but additional shipping cost may apply.
- i) a dispatch note is included with every delivery.
- j) in the event of delivery delays, the customer is informed without delay via email or phone. if the products are no longer available, the order will be cancelled and the customer will be also informed by email or phone. other communication methods are excluded.
- k) in the event of cancellation any amounts already paid by the customer will be fully reimbursed. any other claims of the customer, especially claims for compensation owing to delayed delivery or nonperformance and any subsequent claims and lost profits, etc. are excluded.

8 complaints and repair or exchange of products

- a) complaints must be made within 24 hours after delivery or handout respectively. in case of damaged packaging the customer is required to photograph the unopened packaging.
- b) the complaint is submitted by email to complaints@xecc-bikes.com and includes the nature and exact location of the defect and – depending on the products – any equipment used as well as photographs of the defective products and/or damaged packaging. other ways of submitting complaints is by writing.
- c) the defective products must be returned to the XECC shop after the complaint has been made, subject to prior consultation with XECC. the customer bears the costs of the returning the products.
- d) upon the unreserved acceptance of a product delivery all claims of the customer in respect of XECC lapse.
- e) any damage not evident on the outside of the products must be reported within seven days after delivery or handover.
- f) XECC replaces sold products, providing the replacement items are available. if replacement is not available XECC reimburses the customer by the following conditions:
 - individual products of a delivery are damaged: reimbursement of the total value of all damaged products
 - all products of a delivery are damaged: reimbursement of the total value of the order including shipping costs but excluding small-volume surcharge if applicable.
- g) XECC reserves the right to reject requests for replacement if no evident quality shortcomings are established. no claim against XECC beyond the replacement of products or the cancellation of individual orders shall be admitted in any case.

9 data protection and data security

- a) entry and processing of personal data by XECC are subject to strict adherence to the provisions of swiss data protection law.
- b) data recordings are passed on to third parties in anonymous form only. the transfer of provision of the service to third parties is subject to section [1c].

10 guarantee and liability

- a) in connection with the guarantee for products, the individual provisions of the respective supplier apply.
- b) if according to section [10a] the guarantee is shorter than two years or the product is XECC-produced, XECC grants a guarantee period of two years.
- c) defective products are repaired free of charge or – if the defect cannot be remedied – the products are replaced. there is no entitlement to replacements while the repair is being carried out.
- d) if the defect cannot be repaired or if a replacement cannot be provided, the customer is entitled to withdraw from the contract and to request reimbursement of the purchase price against return of the products, subject to appropriate compensation for use.
- e) the guarantee does not include damage to operating equipment and consumable materials such as inner tubes, tires, brake pads, chains, batteries or lightbulbs, etc.. likewise, there is no guarantee for defects caused by normal use, improper care or failure to observe the instructions for use, or caused by the customer or a third party or by external factors (especially moisture, blows, etc.). in such cases, the customer bears the costs of identifying the error and the repair. the guarantees apply instead of the guarantee and related compensation claims set out in the swiss code of obligations (OR).
- f) XECC does not assume any liability for late product deliveries, defective product descriptions, product pictures or product prices or for damage attributable to improper installation or improper use of the products or abusive activities or the failure of third parties to act. nor shall liability be accepted for compensation claims or any other claims by third parties or for subsequent damage and lost profits of any kind.
- g) the customer is liable to XECC for damages arising from the non-fulfilment or faulty performance of his contractual obligations unless he can prove that he is not at fault.

11 additional provisions

- a) XECC reserves the right to alter or update the present terms and conditions (TC) and the related price list at any time. XECC does not hand or send out it's TC on every customer interaction. customers are therefore advised to check the current terms and conditions prior to using XECC 's services. the version of the TC displayed on the website www.xecc-bikes.com on the day an order is placed will apply to that order. a history of the last five version of these TC will be available on the website www.xecc-bikes.com.
- b) if one or more of these provisions become(s) ineffective or null and void, the other provisions remain binding. in this case, XECC will replace the null and void or ineffective provisions with other provisions that serve the

same business purpose. the same applies to completion of any void in the contract.

- c) the present terms and conditions (TC) are issued in english and german. in the event of contradictions, the german version is authoritative.
- d) only Swiss law is applicable. the UN convention on contracts for the international sale of goods (CISG) is explicitly excluded. insofar as permitted by law, the courts of Liestal, Switzerland will have exclusive jurisdiction for any and all disputes arising out of and/or in connection with this contract between the customer and XECC.

XECC GmbH, december 2013