

## Introduction

At Astonic we give appropriate warranty on our products, and of course there are also return and cancellation options. These privileges only apply to the first user of the bike. If you buy a second-hand Astonic, you cannot claim warranty. If technical adjustments have been made to the product, the warranty is void.

Astonic expects you, the consumer, to be aware of applicable regulations and legislation regarding e-bikes. You are responsible for complying with this legislation; Astonic cannot be held liable for non-compliance. Detailed explanations can be found in Article 19 later in this document.

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## Article 1 - Definitions

In these terms and conditions, the following definitions apply:

**Supplementary agreement:** an agreement whereby the consumer acquires products, digital content and/or services in connection with a distance contract and these goods, digital content and/or services are supplied by the entrepreneur.

**Cooling-off period:** the period within which the consumer can make use of his right of withdrawal.

**Consumer:** the natural person who does not act for purposes related to his trade, business, craft or profession.

**Day:** a calendar day.

**Digital content:** data produced and supplied in digital form.

**Continuing performance agreement:** an agreement that extends to the regular delivery of goods, services and/or digital content during a certain period.

**Durable data carrier:** any tool - including e-mail - that enables the consumer or entrepreneur to store information that is addressed to him personally in a way that allows future consultation or use for a period that is tailored to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information.

**Right of withdrawal:** the possibility for the consumer to cancel the distance contract within the cooling-off period.

**Entrepreneur:** the natural or legal person who offers products, (access to) digital content and/or services to consumers at a distance.

**Distance contract:** an agreement concluded between the entrepreneur and the consumer within the framework of an organized system for distance selling of products, digital content and / or services, whereby up to and including the conclusion of the agreement, exclusive or co-use is made of one or more techniques for distance communication.

**Model form for withdrawal:** the European model form for withdrawal included in Annex I of these terms and conditions. Annex I does not have to be made available if the consumer does not have a right of withdrawal with regard to his order;

**Technique for distance communication:** means that can be used to conclude an agreement, without the consumer and entrepreneur having to be together in the same room at the same time.

## Article 2 - Identity of the company

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Free.  
Astonic.**

## Article 3 - Applicability

These general terms and conditions apply to every offer made by the entrepreneur and to every distance contract concluded between the entrepreneur and the consumer.

Before the distance contract is concluded, the text of these general terms and conditions will be made available to the consumer. If this is not reasonably possible, the entrepreneur will indicate before the distance contract is concluded how the general terms and conditions can be viewed by the entrepreneur and that they will be sent free of charge as soon as possible at the request of the consumer.

If the distance contract is concluded electronically, contrary to the previous paragraph and before the distance contract is concluded, the text of these general terms and conditions can be 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 read electronically and that they will be sent free of charge at the request of the consumer electronically or otherwise.

In the event that specific product or service conditions apply in addition to these general terms and conditions, the second and third paragraphs apply mutatis mutandis and the consumer can always invoke the applicable provision that is most favorable to him in the event of conflicting conditions.

## Article 4 - The offer

If an offer has a limited period of validity or is made subject to conditions, this will be explicitly stated in the offer.

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 the entrepreneur uses images, these are a true representation of the products, services and / or digital content offered. Obvious mistakes or errors in the offer do not bind the entrepreneur.

Each offer contains such information that it is clear to the consumer what rights and obligations are attached to the acceptance of the offer.

## Article 5 - The agreement

The agreement is concluded, subject to the provisions of paragraph 4, at the moment of acceptance by the consumer of the offer and compliance with the conditions set therein.

If the consumer has accepted the offer electronically, the entrepreneur will immediately confirm receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by the entrepreneur, the consumer can dissolve the agreement.

If the agreement is concluded electronically, the entrepreneur will take appropriate technical and organizational measures to secure the electronic transfer of data and ensure a safe online environment. If the consumer can pay electronically, the entrepreneur will observe appropriate security measures.

The entrepreneur can - within legal frameworks - inform himself 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, on the basis of this investigation, the entrepreneur has good reasons not to enter into the agreement, he is entitled to refuse an order or request, stating reasons, or to attach special conditions to the execution.

At the latest upon delivery of the product, service or digital content to the consumer, the entrepreneur 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:

- the conditions under which and the way in which the consumer can make use of the right of withdrawal, or a clear statement regarding the exclusion of the right of withdrawal;
- the information about guarantees and existing after-sales service;
- the price including all taxes of the product, service or digital content; where applicable, the cost of delivery; and the method of payment, delivery or execution of the distance contract;
- the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration;
- the visiting address of the establishment of the entrepreneur where the consumer can go with complaints;
- if the consumer has a right of withdrawal, the model withdrawal form.

In the case of an extended transaction, the provision in the previous paragraph only applies to the first delivery.

## Article 6 - Right of withdrawal

The consumer can dissolve an agreement with regard to the purchase of a product during a cooling-off period of 14 days without giving reasons. The entrepreneur may ask the consumer for the reason for withdrawal, but not oblige him to state his reason(s).

The cooling-off period starts on the day after the consumer, or a third party designated by him, has received the product, or:

- if the consumer has ordered several products in the same order: the day on which the consumer, or a third party designated by him, received the last product. The entrepreneur may, provided that he has clearly informed the consumer about this prior to the ordering process, refuse an order for several products with a different delivery time. The consumer reserves the right to ship all products simultaneously.
- if the delivery of a product consists of several shipments or parts: the day on which the consumer, or a third party designated by him, received the last shipment or the last part;
- in the case of contracts for regular delivery of products during a certain period: the day on which the consumer, or a third party designated by him, has received the first product.

## Article 7 - Obligations of the consumer during the cooling-off period

During the cooling-off period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to determine the nature, characteristics and operation of the product. The starting point here is that the consumer may only handle and inspect the product as he would be allowed to do in a physical store. If the product has signs of wear, it will be eligible for depreciation.

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.

The depreciation amounts to 30% of the purchase amount and will be deducted from the total purchase amount.

## Article 8 - Exercise of the right of withdrawal by the consumer and costs thereof

If the consumer exercises his right of withdrawal, he will unambiguously report this to the entrepreneur within the cooling-off period, after which the consumer will receive written approval from an Astonic customer service employee. A return can then be started.

As soon as possible, but in any case within 14 days from the day following the notification referred to in paragraph 1, the consumer returns the product, or hands it over to (an authorized representative of) the entrepreneur. This is not necessary if the entrepreneur has offered to pick up the product himself. The consumer has in any case observed the return period if he returns the product before the cooling-off period has expired.

The item must be packed in the original box and with the original protective material. The product must be free of dirt and dust. You may only take a test ride with a bicycle as would take place when purchasing an Astonic from the Astonic shop or workshop. Should the product have markings, damage or other indications of use or damage due to the return shipment, Astonic has the right to deduct these costs from the refund. The consumer returns the product with all delivered accessories, if reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by the entrepreneur.

The risk and the burden of proof for the correct and timely exercise of the right of withdrawal lies with the consumer.

The consumer bears the costs of returning the product.

If you have purchased an Astonic product, but the product has not yet been shipped to you, you will of course receive the full purchase amount back. (This does not apply to a "custom" Astonic bike.)

We do not accept returns after 14 days, counted from the date the product is delivered to you.

We do not accept returns of used items unless this is covered by our warranty.

The buyer is responsible for the return shipment, including any transport damage or lost shipments. Be sure to photograph the packaging before returning an item. We recommend insuring a return shipment against loss or damage.

To prevent items from being sent back and forth, we deduct € 5 from the amount to be returned for unnecessary or ill-considered returned items. From this amount we plant a tree via TreesForAll.nl to compensate your CO2 footprint.

After approval, we will inspect your returned item and determine whether it is an exchange, store credit or refund.

All pre-orders cancelled prior to shipment are eligible for a 100% refund of the total order price. Refunds can take up to ten business days. If you cancel a pre-order, please contact us via [klantenservice@astonic.nl](mailto:klantenservice@astonic.nl)

If the consumer exercises his right of withdrawal, any additional agreements will be dissolved by operation of law.

## Article 9 - Obligations of the entrepreneur in the event of withdrawal

If the entrepreneur makes the notification of withdrawal by the consumer possible by electronic means, he will immediately send a confirmation of receipt after receipt of this notification.

The entrepreneur reimburses the consumer within 14 days following the day on which the consumer notifies him of the withdrawal. Unless the entrepreneur offers to collect the product himself, he may wait to refund until he has received the product or until the consumer proves that he has returned the product, whichever is earlier.

The entrepreneur uses the same means of payment for reimbursement that the consumer has used, unless the consumer agrees to another method.

## Article 10 - The price

During the period of validity stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.

Price increases within 3 months after the conclusion of the agreement are only permitted if they are the result of statutory regulations or provisions.

Price increases from 3 months after the conclusion of the agreement are only permitted if the entrepreneur has stipulated this and: 1) these are the result of statutory regulations or provisions; or 2) the consumer has the power to terminate the contract with effect from the day on which the price increase takes effect.

The prices stated in the offer of products or services include VAT.

## Article 11 - Performance of the agreement and extra guarantee

The entrepreneur guarantees that the products and / or services comply with the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the legal provisions and / or government regulations existing on the date of the conclusion of the agreement.

An additional guarantee provided by the entrepreneur, his supplier, manufacturer or importer never limits the legal rights and claims that the consumer can assert against the entrepreneur on the basis of the agreement if the entrepreneur has failed to comply with his part of the agreement.

An additional guarantee is understood to mean any obligation of the entrepreneur, his supplier, importer or producer in which he grants the consumer certain rights or claims that go beyond what he is legally obliged to do in the event that he has failed to fulfil his part of the agreement.

## Article 12 - Delivery and execution

The entrepreneur will take the greatest possible care when receiving and executing orders for products and when assessing requests for the provision of services.

The place of delivery is the address that the consumer has made known to the company.

The company will execute accepted orders expeditiously but at the latest within 30 days unless a longer delivery period has been agreed. If the delivery 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 free of charge.

In case of dissolution in accordance with the previous paragraph, the entrepreneur will refund the amount that the consumer has paid as soon as possible, but no later than 30 days after dissolution.

If delivery of an ordered product proves to be impossible, the entrepreneur will make every effort to make a replacement article available. At the latest upon delivery, it will be reported in a clear and comprehensible manner that a replacement item will be delivered. In the case of replacement items, the right of withdrawal cannot be excluded. The costs of any return shipment are at the expense of the entrepreneur.

The risk of damage and/or loss of products rests with the entrepreneur until the moment of delivery to the consumer or a representative designated in advance and made known to the entrepreneur.

Inspect your product for damage IMMEDIATELY after delivery. Transport damage claims are extremely time-sensitive and must be made known immediately after delivery. We do not accept transport damage claims during shipment that are made after 10 days of receiving the product. Please note any damage to your product on the waybill at the time of delivery before you and the driver sign for receipt on the shipment. Take photos of any damage found and date the images if possible. Keep all packaging material and complete paperwork until the inspection process is complete.

Report claims to an Astonic customer service representative within 10 days of delivery. Please contact this department via [klantenservice@astonic.nl](mailto:klantenservice@astonic.nl) for further instructions on how to return or replace.

## Article 13 - Duration transactions: duration, termination and extension

The consumer can terminate an agreement that has been entered into for an indefinite period and that extends to the regular delivery of products or services at any time with due observance of the agreed termination rules and a notice period of no more than one month.

The consumer can terminate an agreement that has been entered into for a definite period and that extends to the regular delivery of products or services, at any time towards the end of the fixed term, with due observance of the agreed termination rules and a notice period of no more than one month.

The consumer can always terminate the agreements mentioned in the previous paragraphs: at any time and not be limited to termination at a certain time or in a certain period, at least in the same way as they have been entered into by him, with the same notice period as the entrepreneur has stipulated for himself. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may not be tacitly extended or renewed for a fixed period.

An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly extended for an indefinite period if the consumer may terminate at any time with a notice period of no more than one month.

If an agreement has a duration of more than one year, the consumer may terminate the agreement at any time after one year with a notice period of no more than one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

## Article 14 - Payment

Unless otherwise stipulated in the agreement or additional conditions, the amounts owed by the consumer must be paid within 14 days after the start of the cooling-off period, or in the absence of a cooling-off period within 14

days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts after the consumer has received confirmation of the agreement.

When selling products to consumers, the consumer may never be obliged in general terms and conditions to pay more than 50% in advance. If advance payment has been stipulated, the consumer cannot assert any right regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.

The consumer has the obligation to report inaccuracies in provided or stated payment details to the entrepreneur without delay.

If the consumer does not meet his payment obligation (s) in time, after he has been informed by the entrepreneur of the late payment and the entrepreneur has granted the consumer a period of 14 days to still meet his payment obligations, after failure to pay within this 14-day period, the statutory interest is due on the amount still due and the entrepreneur is entitled to charge the extrajudicial collection costs incurred by him bring. These collection costs amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2.500,= and 5% on the next € 5.000,= with a minimum of € 40,=. The entrepreneur can deviate from the aforementioned amounts and percentages for the benefit of the consumer.

## Article 15 – Warranty conditions

Astonic offers a warranty on its bikes for a period of twenty-four months (or 500 times fully discharge and recharge the battery), counted from the date of purchase of the bike. Like any rechargeable battery, your Astonic rechargeable battery will also experience a decrease in capacity over time as it is subjected to charging and discharging cycles. We guarantee that your battery will maintain a capacity of at least 70% for at least 500 full life cycles or two years, whichever comes first. The warranty on the battery does not include: damage due to power surges, the use of an incorrect charger, water damage, improper maintenance or other abuse. The careful storage and maintenance of the battery is very important! Read our manual!

Warranty is valid on all parts with the exception of wear-sensitive parts such as tires, brake pads, rims, spokes, cables, chain, wheels, handles, saddle and chain and also excluding damage due to power surges, water damage, improper maintenance or other abuse or normal wear and tear.

The warranty is provided only to the first rider and is not transferable. The warranty is only valid with a valid proof of purchase consisting of the original purchase document or receipt showing the date of purchase, delivery date, serial number and type designation. Astonic reserves the right to refuse coverage of this warranty at any time if the attached documentation of the purchased Astonic is incomplete or appears incorrect.

The warranty starts from the original date of purchase and expires at the end of the applicable warranty period as previously stated. By purchasing the product, you as a consumer agree to these terms and we at Astonic expect you to have read the terms and conditions.

Exclusions – Items and situations not covered by the warranty

Intentional and/or malicious acts, theft and robbery, as well as natural disasters and/or mischief. Improper use, such as exposing the product to liquids, chemicals of any type and/or extreme temperatures, wetness and humidity and/or if the battery suffers damage as a result of non-compliance with the instructions for proper handling of the battery, as found in the user manual.

"Improper use" includes the use of the bicycle for stunts, jumps and/or riding with several people that exceed the maximum weight described in the instructions.



In the case of testing, maintenance, repair and replacement work due to non-normal use.

If the model, serial or product number on the original Astonic has been changed, removed, faded or deleted. The seal and/or serial number sticker on the battery case is broken or clearly tampered with.

In case of use of the battery in a different system than the original Astonic product.

If the original Astonic product is used with a different battery than the one supplied and designed by Astonic.

If one or more Astonic products or parts have been opened, altered or repainted.

If Astonic concludes that there has been modification or tampering with the firmware.

Increasing speed or placing throttle

If the product is sold, donated or rented.

## LABOR COSTS OF REPAIRS

Under warranty, we will only repair or replace defective components and parts. This warranty does not cover the required labor costs for repairs by unauthorized parties and Astonic reserves the right to withhold labor costs incurred at any time in its sole discretion.

The warranty is void if the maintenance instructions in the user manual (found on the Astonic website) are not followed by the consumer.

This warranty does not apply to rental or commercial use of the product.

The right to a guarantee also lapses when one of the following provisions is established:

- Damage caused by your own actions (for example: water damage, fall damage, pressure damage, impact damage and damage after stunting).
- Damage caused by improper use of the product.
- An attempt was made to open or repair the product itself.
- Parts changed or added that were not on it from delivery.
- Damage caused by inadequate maintenance.

This warranty only covers systems and components supplied and assembled by Astonic.

The use of spare parts from unknown sources, for example, third-party replacement parts, is strictly prohibited.

Photo and or videos of the product may be requested to be tested to ensure that the warranty conditions apply.

If you have purchased a product and then had it shipped to another country or remote island areas (for example: DOM-TOM, Netherlands Antilles), parts will only be shipped to the country and European mainland where the bike was originally shipped.

This warranty only covers defective materials and manufacturing defects. In the event of a warranty claim, Astonic undertakes to either repair defective system components in astonic in-house workshop.

When determining a malfunction of an original Astonic product, the owner must contact Astonic customer service directly to start the warranty process. Any part covered by this warranty that needs to be repaired must be transported to our Astonic workshop at your own expense and risk and picked up at the Astonic workshop after repair. Repair costs carried out in advance by third parties will not be reimbursed. In that case, any warranty claim will lapse and the remaining warranty period will lapse. Repair work and/or replacement of parts during the

warranty period will not result in an extension and/or restart of the warranty period. Repair work and direct replacement during the warranty period can be carried out with functionally equivalent replacement parts. This warranty excludes all claims relating to compensation for property damage, downtimes, travel expenses, lost profits or other claims. Astonic's maximum liability in connection with this warranty is limited to the purchase price of the product.

## Article 16 – Liability

This liability determines the full extent of Astonic's responsibilities, and the exclusive remedy with respect to the products. All implied warranties, including without limitation, implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty only. Under no circumstances will Astonic be liable for damages in excess of the purchase price of the product. Astonic makes no warranties or representations, express or implied, statutory or otherwise, as to the quality, capabilities, operation, performance or suitability of any third party software or equipment used in connection with the product or software in connection with any product or the software equipment accompanying the product, whether such third party software or equipment is included with the product sold by Astonic. Astonic is not responsible for any direct, consequential or incidental damages, including, without limitation, damages for personal injury, property damage or economic loss based on contract, negligence, or product liability of all limitations. This warranty gives you specific legal rights and those rights may vary from place to place. This warranty does not affect your statutory rights. The warranty does not cover normal wear and tear, damage on shipment, unauthorized modifications, modifications, accidental damage and damage due to misuse or negligence.

In no event shall Astonic, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim or any direct, indirect, incidental, punitive, special or consequential damages of any kind, including, but not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs or similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising out of your use of any of the Services or products obtained with the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, errors or omissions in content or loss or damage of any kind arising as a result of the use of the Service or any content (or product) posted, transmitted or otherwise made available through the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, our liability in such states or jurisdictions is limited to the maximum extent permitted by law.

## Article 17 - Complaints procedure

The entrepreneur has a sufficiently publicized complaints procedure and handles the complaint in accordance with this complaints procedure.

Complaints about the execution of the agreement must be submitted fully and clearly described to the entrepreneur within a reasonable time after the consumer has discovered the defects.

Complaints submitted to the entrepreneur will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, the entrepreneur will respond within the period of 14 days with a message of receipt and an indication when the consumer can expect a more detailed answer.

The consumer must in any case give the entrepreneur 4 weeks to resolve the complaint in mutual consultation. After this period, a dispute arises that is subject to the dispute settlement.

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## Article 18 - Disputes

Agreements between the entrepreneur and the consumer to which these general terms and conditions apply are exclusively governed by Dutch law. Only a Dutch court is competent to adjudicate on these disputes. All other disputes, contrary to the statutory rules for the jurisdiction of the civil court, in case the Court has jurisdiction, will be settled by the Court in the place of business or the district of Astonic. However, Astonic remains entitled to sue the customer before the competent court according to the law or the applicable international treaty. The customer has the right, for five weeks after Astonic has invoked the foregoing, to opt for the settlement of the dispute by the civil court competent by law or the applicable international convention.

No owner, employee, intern, representative or reseller is authorized to modify or extend this Limited Warranty or to make any binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Astonic with respect to the Products or this warranty.

## Article 19 - Laws and regulations in the Netherlands

The same traffic rules apply to an electric bicycle (or e-bike) as to a regular bicycle. For example, you don't need to have a driver's license.

You do not need civil liability insurance (liability insurance) for the bicycle. The electric bike does not need a license plate. There is no minimum age. You must ride on the mandatory cycle path or the bicycle/moped path. You don't need to wear a helmet.

An electric bike has a number of characteristics:

- The bike has pedal assistance up to 25 kilometers per hour.
- You have to measure up to move forward.
- The electric motor of the bike has a power of up to 250 watts.

All Astonic products that do not meet the description described above do not fall under the heading of 'electric bicycle' and their use without appropriate inspection is only permitted on site. The use of these products on public roads is strictly prohibited.

If you have an Astonic bike with a power higher than 250 watts, Astonic can help with the inspection of that bike at the RDW. If you choose to purchase a product without appropriate inspection, you declare by purchasing the product that you will only use the product on your own property. The use of products on its own premises and everything outside it is entirely at your own risk and Astonic can never be held liable for damage suffered to persons, vehicle or material.

When increasing speed or placing Throttle Bikes are only for use on private property.