

# TERMS AND CONDITIONS RACEBANDEN B.V.

## Article 1 - Definitions

In these Terms and Conditions, the following terms have the following meanings:

- a. Racebanden B.V.: Racebanden B.V. (Chamber of Commerce number: 74591797), the user of these terms and conditions;
- b. Consumer: any natural person who acts for purposes that are outside his trade, business, craft, or profession;
- c. Entrepreneur: any natural person and/or legal entity who acts in the exercise of his trade, business, craft, or profession;
- d. Agreement: an agreement between Racebanden B.V. and a consumer relating to the purchase of a product;
- e. Distance contract: any agreement between Racebanden B.V. and the consumer that is concluded within the framework of an organized system for distance selling or service provision without simultaneous personal presence, whereby up to and including the conclusion of the agreement, exclusively one or more means of distance communication are used, such as e-mail, webshop, telemarketing, telephone, etc.;
- f. Consumer sale: the sale relating to one or more movable property/properties that is concluded between Racebanden B.V. and the consumer;
- g. Cancellation: the period within which the consumer can revoke the distance contract.
- h. Termination: the consumer's possibility to terminate the distance agreement within the cooling-off period.
- i. Product: the product(s) that the consumer purchases from Racebanden B.V.

## Article 2 - Identity of the entrepreneur

Name of entrepreneur: Racebanden B.V.

Doing business under the names: Racebanden B.V. and Racebanden.nl

Registered address: Moeckenkamp 9, 6994AX De Steeg

Telephone number: +31 6 402 56 105

E-mail: info@racebanden.nl

Chamber of Commerce number: 74591797

VAT number: NL859960225B01

## Article 3 - Applicability

1. These general terms and conditions apply, to the exclusion of all other general terms and conditions, to all (pre-contractual) offers and quotations from Racebanden B.V. and to all distance agreements concluded between Racebanden B.V. and the consumer.
2. Prior to the conclusion of a distance agreement, these terms and conditions are made available to the consumer electronically in such a way that they can be stored by the consumer on a durable data carrier.
3. Deviation from these general terms and conditions is only possible if Racebanden B.V. and the consumer have expressly and in writing agreed in advance. Such a deviation applies only once, unless expressly stated otherwise.

4. If this general terms and conditions refers to "in writing", an electronic document is also understood to be included.
5. If an agreement is concluded between Racebanden B.V. and an entrepreneur, these terms and conditions apply in full, with the exception of articles 5 and 11. Where these terms and conditions use the term "consumer", in such a case "entrepreneur" must be read.

#### **Article 4 - The offer**

1. The offer includes a complete and accurate description of the products and/or services offered. Images used by Racebanden.nl are a truthful representation of the products offered. Obvious errors or mistakes in the offer do not bind Racebanden.nl.
2. In addition, the offer contains other relevant information that makes the consumer aware of his rights and obligations, such as the duration of the offer, the terms of the offer, the price of the product including VAT, any delivery costs or possible additional delivery costs, and the possible methods of payment.

#### **Article 5 - The agreement**

1. The agreement is concluded at the moment the consumer accepts the offer and meets the conditions set out therein. Racebanden B.V. confirms the agreement by email.
2. If the agreement is concluded electronically, Racebanden B.V. shall take appropriate technical and organizational measures to secure the electronic transfer of data and provide a secure internet environment. If the consumer can pay electronically, the entrepreneur will take appropriate security measures.

#### **Article 6 - Right of withdrawal**

1. The consumer has the right to cancel a distance agreement for the purchase of a product without giving any reason within a period of 14 days from the day on which the consumer or a third party designated by the consumer, other than the carrier, takes physical possession of the product. Cancellation can be done by filling out and returning the model withdrawal form attached as Annex I to these terms and conditions. This model form is provided to the consumer digitally when the agreement is concluded.
2. The consumer may only exercise his right of cancellation if the relevant product is complete, undamaged, and unused.
3. During the 14-day cooling-off period, the consumer shall handle the product and packaging with care. The consumer may only unpack and use the product to the extent necessary to establish the nature, characteristics, and functioning of the product. The consumer shall handle and inspect the product in the same manner as he would be permitted to do in a shop.
4. The consumer shall be liable for any reduction in the value of the product resulting from a manner of handling the product beyond what is necessary to establish its nature, characteristics, and functioning as described in the preceding paragraph.

5. If the consumer exercises his right of withdrawal, he shall return the product as soon as possible, but no later than 14 days after the day on which he notified Racebanden B.V. of the withdrawal.
6. The consumer shall return the product with all accessories supplied and, if reasonably possible, in the original packaging. The costs of returning the product shall be borne by the consumer.
7. If the consumer exercises his right of withdrawal, Racebanden B.V. shall reimburse any sums paid by the consumer without undue delay and in any event not later than 14 days from the day on which Racebanden B.V. was informed of the consumer's decision to withdraw.

#### **Article 7 - Delivery**

1. Delivery shall be made by placing the product in the possession of the consumer. The place of delivery shall be the address indicated by the consumer to Racebanden B.V.
2. Racebanden B.V. shall execute accepted orders with due speed, but no later than within 30 days, unless a different delivery period has been agreed upon by the parties. If delivery is delayed or if an order cannot be executed or can only be executed partially, the consumer shall be notified thereof no later than 30 days after he placed the order. In that case, the consumer has the right to dissolve the agreement free of charge and to claim compensation for any damages.
3. The risk of damage and/or loss of the product shall pass to the consumer at the time of delivery to the consumer or a third party designated by the consumer and notified to Racebanden B.V., unless explicitly agreed otherwise.

#### **Article 8 - Payment**

1. Payment is made at the conclusion of the agreement via iDEAL, credit card, by deposit to the bank account of Racebanden B.V., or any other agreed payment method.
2. In the event that the consumer fails to fulfill his payment obligation, the consumer, after being notified in writing by Racebanden B.V. with a period of 14 days, shall be liable for statutory interest and collection costs. These collection costs shall amount to a maximum of: 15% on outstanding amounts up to € 2,500; 10% on the next € 2,500, and 5% on the following € 5,000, with a minimum of € 40.

#### **Article 9 - Conformity**

1. Racebanden B.V. ensures that the product complies with the agreement and the specifications stated in the offer. Furthermore, Racebanden B.V. ensures that the product has the properties necessary for normal use. Normal use is defined as the use of the product for driving on a circuit. The product is explicitly not intended for use on public roads.
2. The consumer is responsible for the installation of the product. Racebanden B.V. does not guarantee the soundness of the product if the consumer does not properly follow the

instructions or guidelines given by Racebanden B.V. or the manufacturer, such as (but not limited to) installation instructions and prescribed tire pressure.

3. Racebanden B.V. is not responsible for damage and/or defects that arise after delivery of the product as a result of use other than normal use, unskilled use, lack of care by the consumer, or that are the result of modifications made to the product by the consumer or a third party.

#### **Article 10 - Liability and Force Majeure**

1. The consumer cannot claim any right to any (damage) compensation from Racebanden B.V. for any reason whatsoever, except in the event of intent or conscious recklessness.
2. The liability of Racebanden B.V. is limited to the value of the relevant product. Racebanden B.V. is never liable for indirect damage and/or consequential damage.
3. Racebanden B.V. is not liable in the event of force majeure. Force majeure includes, among other things, natural influences (fire, flood, earthquake, hurricane), trade embargoes, government intervention, pandemics, wars, and terrorism. Racebanden B.V. will inform the consumer of any force majeure situations as soon as possible.

#### **Article 11 - Retention of Title**

1. Racebanden B.V. retains ownership of all products purchased by the consumer, as long as the consumer has not (fully) fulfilled his payment obligations resulting from the agreement concluded with Racebanden B.V., including claims for failure to perform under the agreement. This provision shall be considered as a retention of title in the sense of article 3:92 paragraph 2 of the Dutch Civil Code (Burgerlijk Wetboek).
2. The consumer is not authorized to dispose of the product subject to retention of title or to encumber it in any way. This provision has proprietary effect in the sense of article 3:83 paragraph 2 of the Dutch Civil Code.
3. The consumer is obliged to keep separate or otherwise individualize the delivered products whose ownership belongs to Racebanden B.V.

#### **Article 12 - Complaints procedure**

1. Complaints about the execution of the agreement must be submitted in full and clearly described to Racebanden B.V. within a reasonable time after the consumer has detected the defects.
2. Complaints submitted to Racebanden B.V. will be responded to within a period of 14 days, starting from the date of receipt of the complaint. If a complaint requires a foreseeable longer processing time, Racebanden B.V. will respond within the 14-day period with a message of receipt and an indication of when the consumer can expect a more extensive answer.
3. In case of complaints, a consumer must first contact Racebanden B.V. It is also possible to register complaints via the European ODR platform (<https://ec.europa.eu/odr>).

### **Article 13 - Changes to terms and conditions and conversion**

1. Racebanden B.V. is authorized to change these general terms and conditions. Changes to these general terms and conditions are only effective after they have been published in an appropriate manner. In the event of a change in the general terms and conditions during the term of an offer, the most favorable provisions for the consumer prevail.
2. The invalidity of one or more provisions of these general terms and conditions does not affect the validity of all other provisions. If a provision in these general terms and conditions is invalid for any reason, the parties are deemed to have agreed on a valid replacement provision that approaches the invalid provision as closely as possible in terms of scope and purpose.

### **Article 14 - Applicable law and dispute resolution**

1. Dutch law applies to all agreements between Racebanden B.V. and the consumer, as well as to all disputes arising from or related to an agreement between Racebanden B.V. and the consumer, with the exception of the Vienna Sales Convention.
2. In case of disputes, they will exclusively be submitted to the competent court of the Gelderland District Court, located in Arnhem.