

## GENERAL CONDITION OF ONLINE SALE

### General provisions

These conditions are valid exclusively between the company SPINEBIKE s.r.l., with its registered office in Via Cappellini, 16 – 20124 Milano, REA MI-2107240, P.IVA 09692470967, hereinafter called “SPINEBIKE” and any subject who purchases online on the website [www.spinebike.com](http://www.spinebike.com) and [www.spine.bike](http://www.spine.bike) hereinafter called “COSTUMER”.

These conditions will be effective from their publication and can be subject to modifications.

These conditions are disciplining the purchases made on the website [www.spinebike.com](http://www.spinebike.com) and [www.spine.bike](http://www.spine.bike) in compliance with the dispositions Part III, Title III, Paragraph I of the Code of Conduct, legislative Decree no. 206/2005 and subsequent modifications, as modified by the legislative Decree no. 21/2014 and by the legislative Decree no. 70/2003 on the e-commerce topic.

### ARTICLE 1 – Object of the contract

1.1. These general conditions discipline the sale by SPINEBIKE and the purchase by the COSTUMER of the products on the website [www.spinebike.com](http://www.spinebike.com) and on [www.spine.bike](http://www.spine.bike). The contract can be exclusively concluded through Internet, through the COSTUMER accessing the web addresses [www.spinebike.com](http://www.spinebike.com) or [www.spine.bike](http://www.spine.bike). and the making of a purchase according to the procedure provided by the websites.

1.2. The COSTUMER is committed to read, before proceeding to the confirmation of the order, the present general conditions of sale, in particular the pre-contractual information provided by SPINEBIKE and to accept those by marking with a flag the indicated box.

1.3. In the purchase confirmation e-mail, the COSTUMER will also receive the link to download and archive a copy of the present general conditions of sale, as provided for in art. 51 paragraph 1 of the legislative Decree 206/2005 as modified the legislative Decree 21/2014.

### ARTICOLO 2 - Pre-contract information for the costumer

2.1. The COSTUMER before the conclusion of the purchase contract must examine the characteristics of the products that are illustrated in the single files at the time of the choice by the COSTUMER.

2.2. Before the conclusion of the purchase contract and before the validation of the order with “payment obligation”, the COSTUMER is informed of:

-the total amount of the goods comprehensive of taxes, with details of the delivery expenses and any other additional cost;

- method of payment;

- shipping time;

- the conditions, the terms and the procedures to exercise the right of withdrawal (art. 7 of the present conditions) as well as the standard withdrawal form provided for in annex I, part B of the legislative Decree 21/2014;

- the knowledge that the COSTUMER will sustain the costs of returning the good in case of withdrawal;

- the existence of the legal guarantee of conformity of the purchased goods;

- assistance conditions after the purchase and commercial guarantees provided for by SPINEBIKE.

2.3. The COSTUMER can, at any time, and in any case before the termination of the contract, examine the information regarding SPINEBIKE that are hereunder listed.

SPINEBIKE S.R.L.

sede legale Via Cappellini, 16 – 20124 Milano

tel. 0222175305 – Fax 0222715300

info@spinebike.com

## ARTICOLO 3 - Conclusion and effectiveness of the contract

3.1. The contract of sale is considered as terminated when SPINEBIKE sends an email to the COSTUMER confirming the order. The e-mail contains the COSTUMER's data, the order number, the information concerning the essential characteristic of the good, the price of the purchased good, the delivery costs, the address where the good will be delivered and the link to print and keep a copy of the present conditions.

3.2. The COSTUMER is committed to verify the accuracy of the personal data here contained and to inform SPINEBIKE of potential corrections within the following 24 hours (twenty-four).

3.3. SPINEBIKE is committed to describe and present the good for sale on the website in the best way possible. Nevertheless errors, inaccuracies or small difference could occur between the website and the actual product. Furthermore, the photos of the products placed on the websites [www.spinebike.com](http://www.spinebike.com) and [www.spinebike.com](http://www.spinebike.com) do not constitute a contractual element, as they are only illustrative.

3.4. SPINEBIKE commits to deliver the products within 30 days from sending the order confirmation e-mail to the COSTUMER. For the pre-order products, the delivery time will be specified in the product document.

## ARTICOLO 4 - Availability of the products

4.1. The availability of the products is referring to the actual availability at the time the COSTUMER makes the order. This availability must be considered as purely indicative since, for the effect of the simultaneous presence on the website of more users, the products could be sold to other COSTUMERS before the order confirmation.

4.2. Also after SPINEBIKE sends the order confirmation e-mail, cases of partial or total unavailability of the order may occur. In this event, the order will be automatically rectify with the elimination of the unavailable product and the COSTUMER will be immediately informed by e-mail.

4.3. If the COSTUMER requires the annulment of the order, by terminating the contract, SPINEBIKE will refund the total amount paid within 14 days from the day SPINEBIKE has been informed of the COSTUMER's decision to terminate the contract.

## ARTICOLO 5 - Payment methods

5.1. Each payment by the COSTUMER can be made through a bank transfer and with the payment method Paypal.

5.2. In the event the payment is made through Paypal, the money will be actually charged when SPINEBIKE sends the order confirmation e-mail.

## ARTICOLO 6 - Prices

6.1. All the selling prices of the products listed on the websites [www.spinebike.com](http://www.spinebike.com) and [www.spinebike.com](http://www.spinebike.com) are expressed in euro and are including VAT. The COSTUMER accepts the faculty of SPINEBIKE to modify its prices at any time.

6.2. The delivery costs are included in the selling price.

6.3. The products will be billed on the basis of the prices indicated on the website at the time of the order and indicated in the confirmation e-mail sent from SPINEBIKE to the COSTUMER.

6.4. In the event of a manual, technical, computer error or an error of any other nature that can imply a substantial change, not foreseen by SPINEBIKE, of the retail price, which can make it excessive or clearly derisory, the purchase order will be considered not valid and will be annulled and the amount paid by the COSTUMER will be refunded within 14 days from the annulment.

## ARTICOLO 7 - Withdrawal right and refund

7.1. The COSTUMER has the right to withdraw from the purchase within 30 calendar days from the day of reception of the products bought online. In case of multiple purchases made by the COSTUMER with a single order and delivered separately, the 30 days period starts from the reception of the last product.

7.2. The COSTUMER who wants to exercise the right of withdrawal must communicate it to SPINEBIKE through a declaration compliant with the withdrawal form hereafter attached, which can be transmitted through a registered mail or via a certified e-mail to the address [spinebike@legalmail.it](mailto:spinebike@legalmail.it).

7.3. The COSTUMER can exercise the withdrawal right also by sending any explicit declaration including the decision to withdraw from the contract or alternatively by transmitting the standard withdrawal form, as provided for by Annex I, part B, Legislative Decree (non-mandatory) the text of which is here below cited:

Standard withdrawal form pursuant to article 49, paragraph 1, point h (this form shall be filled in and returned only if you wish to withdraw from the contract)

SPINEBIKE S.R.L.

sede legale Via Cappellini, 16 – 20124 Milano

tel. 0222175305 – Fax 0222715300

[info@spinebike.com](mailto:info@spinebike.com)

I/we (\*) hereby notify (\*) the withdrawal from my/ours contract of sale of the following items/services (\*)

- ordered on (\*) / delivered on (\*)

- name of the purchaser(s)

- address of the purchaser(s)

signature of the purchaser(s) (only if this form is sent printed on paper)

- date

(\* erase the wording not used)

7.4. In case of exercising the withdrawal right, the COSTUMER shall forward or deliver, at his expenses, the goods within 14 calendar days from the day he has communicated to SPINEBIKE his decision to withdraw from the contract as provided for in article 57 of the Legislative Decree 206/2005.

7.5. The goods must be sent to SPINEBIKE s.r.l., Via Cappellini 16 – 20124 Milan or must delivered to any point of sale present in the Italian territory.

7.6. The goods must be delivered intact, in the original packaging, with all its parts (including, as an non exhaustive example, the potential documentation and accessories such as manuals, cables etc.) and including the annexed fiscal documentation. Having the possibility to verify what has been above mentioned, SPINEBIKE will refund the amount of the goods object of the withdrawal within a maximum period of 14 days.

7.7. SPINEBIKE will reimburse once the good sent by the COSTUMER is delivered.

7.8. SPINEBIKE will make the refund by using the same payment method chosen by the COSTUMER during the purchase. In case of a payment through wire transfer, and if the COSTUMER wants to exercise his withdrawal right, he must provide SPINEBIKE the bank account details: IBAN, SWIFT and BIC necessary for the refund.

## ARTICOLO 8 - Legal guarantee of conformity

8.1. In the event the items delivered are not conform to the orders or faulty, the COSTUMER has the right to restore the conformity of the product with a repair or a substitution of the product without extra costs.

8.2. The COSTUMER can exercise this right if the defect occurred within two year from the delivery of the good and he made a complaint to SPINEBIKE within two months from the discovery.

SPINEBIKE, in case of a faulty or non-compliant product, will collect, at its own expenses, the product, accordingly to the availability of the client.

## ARTICOLO 9 - Commercial guarantee

9.1. All the products for sale on the websites [www.spinebike.com](http://www.spinebike.com) and [www.spine.bike](http://www.spine.bike) benefit, other than of the legal guarantee of conformity pursuant to the previous article 8, also of a commercial guarantee the duration of which is mentioned in the following pages.

9.2. To benefit from the assistance covered by the guarantee, the COSTUMER should keep a copy of the order confirmation e-mail; in the event the user is registered, it is “my account”.

## ARTICOLO 10 - Delivery methods

10.1. SPINEBIKE only accepts orders to be delivered in the European Union area. The products will be delivered by an express courier service to the address stated by the COSTUMER during the order within and no later than 30 days from the day SPINEBIKE has sent the order confirmation by e-mail.

10.2. For each order made on the websites [www.spinebike.com](http://www.spinebike.com) and [www.spine.bike](http://www.spine.bike), SPINEBIKE will issue an invoice of the items sent upon request of the COSTUMER. The invoice will include the information provided by the COSTUMER during the purchase. After issuing the invoice, it will not be possible to modify the data stated in it.

## ARTICOLO 11 - Liabilities

11.1 SPINEBIKE does not take any responsibility for poor service attributable to force majeure or accidental causes, also when caused by the malfunctioning and poor service of the Internet network, in the event it is not possible to execute the order in the terms provided for by the contract.

## ARTICOLO 12 - Access to the website

12.1. The COSTUMER has the right to access the website for the consultation and to purchase the goods. Any other use is not allowed, in particular commercial, of the website and its contents. The integrity of the elements of this website, visible or audible, and the related technology used are property of SPINEBIKE and are protected by the intellectual property right.

## ARTICOLO 13 - Cookies

13.1. The websites [www.spinebike.com](http://www.spinebike.com) and [www.spine.bike](http://www.spine.bike) are using “cookies”. The cookies are electronic files which store information regarding the COSTUMER’s browsing activity (pages consulted, date and time of the consultation, etc.) and that allow SPINEBIKE to provide a personalized service for its clients.

13.2. SPINEBIKE informs the COSTUMER of the possibility to deactivate the creation of files, by accessing to his own menu of Internet settings. It is intended that this will prevent the COSTUMER to proceed with the online purchase. For more information please click <http://www.spine.bike/privacy/>.

## ARTICOLO 14 - Validity

14.1. These General Conditions of Sale are established by the totality of the clauses that are composing them. If one or more disposition of these General Conditions of Sale is considered invalid or declared as such in compliance with the law, with the regulations or following a judgment of a court with jurisdiction, all the other dispositions will continue to have full force and efficacy.



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## ARTICOLO 15 - Applicable law and competent court

15.1. These General Conditions of Sale are compliant with the Italian law.

15.2. Any controversy deriving from the application of these General Conditions will be subject to the exclusive competence of the Court of Milan.

In any case, it is possible to voluntarily apply the conciliation procedures pursuant to the legislative Decree 28/2010 for the settlement of the potential disputes raised by the interpretation and execution of these conditions of sale by accessing the following website <https://webgate.ec.europa.eu/odr>.

General conditions of sale updated on 13 October 2017.

## USE, MAINTENANCE AND WARRANTY.

The e-bike is a bicycle with electric assistance for pedaling. It is not a motorbike. The e-bike is composed of electronic parts (batteries, engine block, control unit, throttle and accessories) therefore it should always be shelter in dry places and, in case it is used in adverse atmospheric conditions, the electronic parts must be protected from the rain. In order to avoid condensation phenomena, the display and the electronic control unit (if external) must be covered with insulating material if the e-bike is placed in humid spots.

In particular, the batteries must be carefully protected from rain in order to avoid water infiltrations and the connector must always be examined to avoid short-circuits.

Before using the e-bike it is recommended to always wear a helmet and protective clothing. SPINEBIKE is not liable for damages deriving from the improper use of the purchased products. The COSTUMER who is purchasing the products from this website, declares to understand and to accept to be bounded by all the terms established in this document.

The user is responsible of respecting the regulation in force in his own Country concerning the use of any product purchased on this website.

The buyer declares that the ordered products will be used in compliance with the regulation in force in his own Country.

The buyer, by purchasing the product, declares to assume the risk of direct damages to people of things deriving from the use or manipulation of this product.

For the free circulation on the road, the Italian regulation foresees a motorization which is not exceeding 250 watt and a propulsion through the assisted pedaling not exceeding 25 km/h.

## How to use this product and maintenance of the e-bike

The rider must be able to use a bike, meaning the basic knowledge concerning its use and to have the sense of balance necessary to ride and control a bike. He should be able to safely get on and off it and to touch the ground with the feet.

If the rider wishes to ride the bike on public streets he must be able to circulate in the road traffic. Before using the e-bike the rider must:

- Check that the e-bike is suitable for the use;
- Not overweigh the e-bike or transport objects that can obstruct the movement of the wheels;
- Not drink alcoholic beverages;
- Check the accurate fixing of all its parts;
- Check the pressure of the tyres;
- Verify the presence of external damagers, cracks, cuts or wears in the tyres. If present, take the e-bike to the closest repair center;
- Check that the tyre is in its original state.

If irregularities are present, turn to the closest repair centre;

- Make sure that the handlebar is correctly assembled.

It is not allowed for people under the age of 16 to use the e-bike. If the minor has an age between 16 and 18 year old, he can use the e-bike only in presence of an adult.

All the offered products are intended only for only one rider; it is not allowed to transport two people.

In the event of pregnancy or if there are health issues, please consult a doctor before using any of our products.

## Use of the throttle

The handle or lever throttle is allowed only until a 6,00 km/h aid, any other use is not allowed by the regulation in force and SPINEBIKE is not liable for the irregular use of the throttle. The use of it can seriously damage both the engine and the control unit since all the assisted pedaling kits are projected to assist the rider who, with his pedaling and his strength, facilitate the weight he is supporting.

## Correct use of the assisted pedaling levels

While using the e-bike it is recommended to be careful during uphill riding, to use the correct level of assisted pedaling and the right gear to facilitate as much as possible the load on the engine which, if undergoing a too onerous usage, can be seriously damaged.

It is also recommended, in the event of inaccessible uphill roads, extended as well, to check the temperature of the engine block and of the electric unit (if external) in order to avoid potential overheating.

## Warranty

The warranty is valid from the date, proven by a valid fiscal document (fiscal receipt or purchase invoice) for the period established by law in force (Legislative Decree 2/02/02 n. 24 implementing the European Directive 1099/44/CE) corresponding to 24 months, in case of purchase with fiscal receipt, or 12 months in case of purchase with fiscal invoice.

The warranty does not cover the natural wear, scratches, abrasions or damages of the external side of the product. In particular, it does not cover damages caused by:

- Improper use of the electronic parts (feeding the engine with a current which is not allowed, feeding the control units with non-allowed electrical voltage, use of the battery for a different scope, charge the battery with a cable different from the one provided, use a battery different from the one provided with the e-bike);
- Improper use of the e-bike and against the regulation of the road traffic;
- Falls or crushes, also accidental, suffered by the product;
- Tampering;
- Shelter in inadequate places (extreme temperature or high humidity, actions of atmospheric events);
- Modifications of the central unit, electric connections not adequately isolated and protected from water;
- Use of the throttle at the expenses of the assisted pedaling that causes an excessive overheating of the control unit and of the engine kit;
- excessive overheat of the charger determined by a prolonged connection to voltage;
- damages of the charger or of its connector or of the battery caused by an incorrect input of the connector during the recharging;

The warranty does not cover damages caused by the unsuccessful check and assessment of the mechanical parts, which can suffer wear, and for this reason the buyer is committed to:

- always verify the correct functioning of equipment such as the handle, breaks, transmission-gear, tyres, butterfly valve and all the fixing devices;
- often verify the correct tension of spoke, their tilt and symmetry, furthermore must be verified the nipless tension, the correct fixing of the disc break, if present;
- protect the throttle and the display from rain, cover them with insulating material if the bike is left in humid places in order to avoid the humidity phenomena inside the display;
- always check the tightening of the freehub in order to avoid accidental escapement of the wheel from the fork;
- protect, if existent, the control unit and the cables from atmospheric agents in order to avoid false contacts and oxidations;



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SPINEBIKE is not liable for potential damages caused by wire, spokes, fixings and tightening loosening, which could occur while using the e-bike.

The use produces vibrations that cause, in proportion to the strength applied, the loosening of all mechanical parts of the e-bike for this reason, before riding the e-bike, is mandatory to check the proper functioning of all the mechanical parts such as the handle, breaks, transmission gears, tyers and all the fixing devices.

It is a responsibility of the **COSTUMER**:

- to always verify the correct tightening of all the e-bike's parts;
- to perform all the necessary repairs and the maintenance before using the e-bike;
- to wear approved safety cloths: helmet, glasses, arm and leg protections, gloves and acoustic protections;
- to keep hands, other parts of the body and potential foreign object from the moving parts such as the e-bike chain and spindle;
- not to wear cloths or objects that could be tangled up in the e-bike;
- to always check the correct spoke tension.