



## General Business Terms

### 1. Validity

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 is CHF 3.00. The postage for PostEconomy is CHF 7.00 and for PostPriority CHF 9.00.

Delivery times adhere to the postage standards.

Those ordering with the 'cash on collection' option will be informed when the goods are ready for collection.

### 6. Prices

All prices quoted are in Swiss francs incl. all VAT from Osterfingen. 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. In the case of certain specified orders, a deposit payment of CHF 4000.00 or € 4,000.00 is owed for the full suspension frame on entering into the contract. 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: advance payment, invoice or payment by PayPal.

Euro transfers into account: IBAN CH10 8134 4000 0059 7014 9

USD transfers into account: IBAN CH31 8134 4000 0059 7015 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.

### 8. Guarantee / Product liability

All of our products are delivered in impeccable condition. We guarantee all items, incl. frames, for 2 years from the date of purchase. The obligatory free service check after approx. 500km cycling or 6 months after purchasing at the latest is an integral part of this. This service is offered free-of-charge by Stoll Bikes AG, a 'Stoll Bikes dealer' or 'Stoll Bikes service partner'.

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Holder Stoll Bikes AG  
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BIC (SWIFT) RAIFCH22D44



The design and technology of our frames are adapted to the customer. The guarantee therefore only applies to the first buyer and is only transferable with the approval and confirmation of Stoll Bikes AG. The sales receipt serves as proof of guarantee. If a guarantee claim is made, this does not result in an extension of the guarantee 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 guarantee 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). An integral part of the product liability is the obligatory free service check by 'Stoll Bikes AG', a 'Stoll Bikes dealer' or a 'Stoll Bikes service partner' after approx. 500km or after 6 months after purchase at the latest.

## 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.

Stoll Bikes AG  
September 2017

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