

## TERMS AND CONDITIONS OF SALE OF PRODUCTS

Please read these terms and conditions carefully. They contain very important information on your rights and obligations, as well as warranty and liability limitations that may apply to you.

Acknowledgement of receipt of an order does not constitute acceptance of the order on behalf of the Formula Bike Company.

### 1. Identification of the bidder

Name: FORMULA BIKE

Headquarters address: Rte de Coulaz, 57 - 1618 Châtel-St-Denis - Switzerland

Tel.: +41/21 948 70 16

Fax: +41/21 948 91 97

Official website: [www.formula-bike.com](http://www.formula-bike.com)

### 2. General - Application of Terms and Conditions

Your purchase of Products or Services, whether through the Formula Bike website, is subject to these Terms and Conditions and no other terms or conditions shall apply. These Terms override any other terms or conditions referred to by the Customer or in any course of dealing.

### 3. The website of the Formula Bike Company

Although the accuracy of the information published on the website is carefully checked, it can contain inaccuracies, or typographical errors, including pricing errors; this does not engage the responsibility of the Formula Bike Company. The Formula Bike Company has the right to proceed to improvements and/or modifications in Products, Services, service programs, prices and other details published on its website, at any time. Changes are periodically made to update the [www.formula-bike.com](http://www.formula-bike.com) website.

If a customer's order refers to a wrong price, the Formula Bike Company will communicate the correct price to the customer. If the customer wishes to confirm his order, the price corrected by the Formula Bike Company will apply to the order.

### 4. Product information and availability changes

The Formula Bike Company continually updates and revises its Products and Services. The company may update, revise and/or discontinue Products and/or any peripheral products as well as Services any time. The Formula Bike Company can revise prices of Products and Services listed as available on the Formula Bike website at any time.

The Formula Bike Company does not carry out an availability of the products; therefore, it has the right to give the delivery period according to the manufacturing lead times.

Any weights and measurements stated on the Formula Bike company website are approximate.

### 5. The prices of Products or Services are those which apply at the time of the Customer's Order

The sale price is net Euro. The following charges are added to the sale price:

- The transportation charges

- The administrative fees
- Transportation insurance
- VAT (or of other turnover taxes)
- The customs duties
- Any other taxes, public royalties and taxes, unless other fixed rights or the applicable duty prescribe something else.

#### 6. Prepayment

If you order the Formula Bike – motor bike: One third of the total amount has to be paid when you receive our confirmation of your order. The balance is due before the material leaves the factory. The merchandise will be sent to you only after reception of the total amount.

If you order spare parts or merchandising: All deliveries in Switzerland or abroad are carried out only with prepayment on one of our accounts, after receiving our confirmation of your order or with a pro forma invoice. Bank fees are the responsibility of the Customer. The merchandise will be sent to you only after reception of the total amount.

#### 7. Confirmation of the reception of the order, acceptance of the order, establishment of the contract

For each order of products from the Formula Bike Company, an acceptance of the order or a pro forma invoice (by e-mail, fax, or letter) on behalf of the Formula Bike Company is necessary. The Formula Bike Company is free to accept or refuse an order.

If the payment is not received within the time indicated on our confirmation, the Formula Bike Company has the right to consider the order cancelled.

#### 8. Delivery

The Formula Bike Company is responsible for choosing an adequate shipping company and an adapted means of transport; as long as the Customer does not express the wish to personally deal with the shipping or the shipping organization.

#### 9. Delivery Date

The Formula Bike Company is responsible for speedy delivery. However, there may be reasons for the Formula Bike Company's inability to ship according to its target dates (most of which are beyond the Formula Bike Company's control). Accordingly, any dates given by the Formula Bike Company for the delivery of Products are estimates only. The Formula Bike Company cannot and does not undertake that delivery will occur on any specified dates; except in the event that such delivery dates have been explicitly confirmed by the company as binding.

#### 10. Property Ownership

The Formula Bike Company reserves an exclusive right of ownership on the products until the complete payment of all open invoices for these products.

#### 11. Reception of the products

It is the Customer's responsibility to check the products upon delivery and to make sure that they are in good condition and that the order is complete. In the event that the Customer does not inspect the products at the time of delivery or immediately after, but notifies us within 2 working days following the reception of

the products that the order is incomplete or defective, the Formula Bike Company will consider that the products are accepted by the Customer as being in good condition. This is also applicable for all additional parts, component parts and other products and elements which form part of the products; or which are packed with those products and, in addition, are considered in conformity with the contract.

#### 12. Warranty, responsibility

Because the material is for competition, no warranty or compensation can be granted; due to the specific use of this material. The responsibility of the Formula Bike Company cannot be committed for any damage resulting from the use of the products.

#### 13. Applicable law, jurisdiction

In the event of export sale, intra- or extra-community, the Swiss law of the canton of Fribourg is the only one applicable.

In the case of a misunderstanding between the Formula Bike Company and the Customer, both parties will first try to find a common ground solution for a private settlement.

#### 14. Competence, Dispute

Only the Courts in the same location of the headquarters of the Formula Bike Company are qualified in any type of litigation.