

General Terms and Conditions

1. Address and Legal Form

Business Address:

Inn-Bike GmbH
Kinkstraße 21
6330 Kufstein

Management:

Hans-Peter Gratt Christina Strasser

Contact:

Email: info@inn-bike.at
Email: info@e-bikes4you.com
Email ÖBB Bike: oebbbike@inn-bike.at
Tel. AT: +43 (0)5372 63547
Tel. DE: +49 (0)8033 9789020
Tel. ÖBB Bike: +43 (0)51717 2100

VAT ID:

VAT identification number according to §27 a turnover tax law: UID: ATU73471218

Company registration number:

FN 489438 m

Legal Form:

Limited Liability Company

e-bikes4you.com is a registered trademark.

2. Scope of Application

The following general terms and conditions (GTC) apply from 11.06.2011 to all business relationships between Inn-Bike GmbH and the customer. The version valid at the time of

conclusion of the contract is decisive. All prices listed on our website www.e-bikes4you.com are gross sales prices (including VAT) in Euro (€), only for Switzerland the net price (excluding VAT) is indicated in Swiss Francs (CHF). Freight and shipping costs are not included. All photos on our websites are symbolic photos. Errors, changes, printing errors, delivery times, and timely self-delivery reserved. All prices are valid until further notice. All prices are daily prices or apply for the period specified. Offers, special, and promotional prices apply explicitly only for the specified period. The order must be placed during this period (email confirmation, date of postmark or fax, time of telephone order). All offers are valid while stocks last. Instead prices (*) are the manufacturer's suggested retail prices. No further discounts are granted on promotional prices. The customer will receive an invoice with gross prices, specified VAT, and shipping costs upon delivery.

For corporate customers, an invoice for tax-free intra-Community delivery according to Art. 6 Para. 1 UStG can also be issued.

The weight specifications, equipment, and material compositions etc. stated in our online shop www.e-bikes4you.com are manufacturer specifications without any guarantee. Place of performance for all transactions is the company's location in Kufstein. The contract, ordering, and business language are German. The offers in the online shop [e-bikes4you.com](http://www.e-bikes4you.com) are subject to change and non-binding. By placing the order, the customer verifiably makes a binding offer. For goods ordered electronically, by telephone, or by email, Inn-Bike GmbH will promptly confirm the customer's order. Delivery date, availability are automatically recorded by the shop and are therefore not always flawless and not binding. The order confirmation does not yet constitute a binding acceptance of the order, but only the optional sending of the goods to the customer or the transmission of a written order confirmation by Inn-Bike GmbH within a period of 30 days (the date of dispatch is decisive). Silence from Inn-Bike GmbH does not constitute acceptance of the customer's offer.

3. Payment Methods

Here you will find an overview of the payment methods in our online shop [e-bikes4you.com](http://www.e-bikes4you.com).

When paying by credit card, the debit will be made immediately after the goods have been dispatched and with secured payment transactions.

When paying by advance payment, you will receive the invoice by email after successful ordering. Please transfer the outstanding amount to the specified bank account. After receipt of payment, we will dispatch your order immediately. Please note: If the order is not paid within 14 days, the reserved goods will be released again, and your order will be void. When collecting goods at our main location at Kinkstraße 21, 6330 Kufstein, and at the branch at Außerkapelle 28, 6345 Kössen, you can pay in cash, with a debit card, or in advance by bank transfer. When booking rental bikes in the ÖBB Bike App, payment by credit card is exclusively available.

4. Retention of Title

Until full payment of the purchase price, the delivered goods remain the sole and unrestricted property of Inn-Bike GmbH. In the event of seizure of the goods delivered under retention of title, the customer is obliged to immediately obtain the suspension of the enforcement with regard to these items and to inform Inn-Bike GmbH of this seizure. In the event of default in payment, Inn-Bike GmbH is entitled to demand default interest at a rate of 8% above the respective base rate p.a. If the customer breaches his contractual obligations, he must also reimburse Inn-Bike GmbH for all costs necessary for the appropriate pursuit of his claims, including in particular reminder fees and the costs of involving a debt collection agency or a lawyer.

5. Delivery and Performance Time

Deliverable goods will be dispatched to the customer within approx. 3-5 days after receipt of the order, carefully packaged. If an item is not in stock, it will be ordered and dispatched from the wholesaler. Otherwise, the availability and delivery time are explicitly stated for each item. Unless a special agreement is made, shipping will be done by a parcel service chosen by the seller (e.g. DHL, GLS, Hermes, GO!). The delivery address provided by the customer is decisive. If the delivery period exceeds the statutory delivery period of 30 days, the customer will be informed by telephone or email. The shipping costs for subsequent deliveries are borne by Inn-Bike GmbH. The price and performance risk passes to the customer upon dispatch of the delivery from the business/warehouse or, in the case of direct delivery, from the business/warehouse of Inn-Bike GmbH to the customer.

6. Right of Withdrawal in Distance Selling

You have the right to withdraw from this contract within fourteen days without giving any reason (see § 11 FAGG). However, this only applies to online orders on our website www.e-bikes4you.com that you have initiated yourself. The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, took possession of the goods. To exercise your right of withdrawal, you must inform us (Inn-Bike GmbH, Kinkstraße 21, 6330 Kufstein, telephone number: +49 (0) 8033 9789020 or +43 (0)5372 63547) by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to withdraw from this contract. You can use the attached model withdrawal form, but this is not mandatory. To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising the right of withdrawal before the withdrawal period has expired. In the case of trade fair purchases and contracts concluded in business premises, this right of withdrawal does not apply in accordance with the FAGG.

7. Consequences of Withdrawal

If you withdraw from the contract concluded via the website e-bikes4you.com, we will refund all payments we have received from you, including delivery costs (except for the additional costs resulting from your choice of a different type of delivery than the cheapest standard delivery offered by us), without undue delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction

unless expressly agreed otherwise with you; in no case will you be charged any fees for this refund. We may refuse to refund until we have received the goods back or until you have provided proof that you have returned the goods, whichever is earlier. You must return or hand over the goods to us immediately and in any case within fourteen days at the latest from the day you inform us of the withdrawal from this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the condition, properties, and functioning of the goods.

8. Warranty and Compensation

The warranty is provided in accordance with the statutory provisions of §§ 922 et seq. of the Austrian Civil Code (ABGB) and generally lasts for 24 months from receipt of the goods. If replacement or improvement is not possible for defects, then the buyer is entitled to a price reduction or, if the defect is not minor, rescission of the contract (cancellation).

Compensation for (defect-related) consequential damages as well as other material damages, financial losses, and damages to third parties against the customer, unless it is a consumer transaction, is excluded. If the buyer is a business person within the meaning of § 1 Austrian Commercial Code (UGB), the following applies: Warranty claims exist only if the buyer has properly fulfilled his inspection and complaint obligations according to § 377 UGB. In this case, the buyer's warranty claims expire one year after the transfer of risk, unless the seller has fraudulently concealed the defect; in this case, the statutory regulations apply. The limitation period does not start again if a replacement delivery is made within the scope of liability for defects.

Inn-Bike GmbH sets a deadline of 10 days after contacting them for warranty processing for the return of parts for warranty processing.

8.1. Liability

Inn-Bike GmbH is liable only for damages in cases of intent and gross negligence, with the exception of damages to persons. It is liable for defects caused by improper installation of parts (e.g., displays, batteries, wiring harnesses, battery rails, pedals, etc.) only if the installation/assembly is carried out by Inn-Bike GmbH and its employees. Defects caused by the customer's self-installation or by workshops not affiliated with Inn-Bike GmbH are therefore excluded from liability by Inn-Bike GmbH for defects caused by improper self-installation by the customer. Inn-Bike GmbH assumes no liability for the improper use of e-bikes (e.g., installation of tuning parts, modifications to the basic construction, opening and damage to batteries, displays, and motor parts, excessive water ingress into the electronics, etc.). Manufacturers are liable for any faulty assembly instructions.

9. Transfer of Risk

Delivery is made by shipping to the delivery address specified. The risk of accidental loss or deterioration passes to the buyer or an authorized person upon handover. If the buyer is a business person within the meaning of § 1 UGB, the risk of accidental loss or deterioration in

the case of a sales contract involving shipment passes to the buyer upon delivery of the goods to a suitable carrier. Handover also occurs if the buyer is in default of acceptance.

10. Storage of the Contract Text

The contract text remains stored for the processing of the purchase after the contract has been concluded. Regarding the duration of storage, reference is made to the seller's data protection declaration. If the buyer creates a customer account with a username and password during the ordering process on the online shop e-bikes4you.com, he can access his customer account at any time with this data and retrieve and print out the contract text. If the order is placed as a guest order without a customer account, the buyer cannot retrieve the contract text after placing the order. In any case, the seller will additionally provide the contract text to the buyer in written form.

11. Note on Electrical Devices

Batteries are marked with the symbol of a crossed-out waste bin. This symbol indicates that they must not be disposed of with household waste and must be disposed of properly. The same applies to other electrical devices.

To dispose of electrical devices such as batteries or e-bikes properly, please personally take them to a collection point in your municipality. As distributors, we are also obliged to take back old batteries and other electrical devices (e-bikes with permanently installed batteries), but our obligation to take back is limited to products that we have or have had as new goods in our range.

Important note: Damaged batteries must not be sent by post.

12. ÖBB Bike Rental Terms

12.1. Contracting Parties

Rental is exclusively for persons aged 14 and over; persons under 14 years of age are only allowed to rent items in the company of a legal guardian.

12.2. Usage Regulations

The bicycles and equipment rented from Inn-Bike GmbH as part of the ÖBB Bike project (formerly Bike Tirol) must be returned to the same rental location without request after the agreed duration. If not returned on time, additional costs according to the specified tariff will be automatically incurred.

Bicycles rented from Inn-Bike GmbH may under no circumstances be used to transport passengers - especially small children. Furthermore, modifications of any kind to rental bikes are prohibited. This includes in particular the mounting of child seats and trailers.

Unless otherwise agreed, the rented bicycles may not be used to participate in any type of bike race.

The subletting of the rented items is expressly prohibited in the absence of a separate agreement.

It is recommended to wear a helmet on every ride.

The maximum permitted weight for cyclists, including clothing and equipment, is 120 kilograms. The use of rented bicycles under the influence of alcohol and/or drugs is strictly prohibited. The rules of the Austrian Road Traffic Act (StVO) in their currently valid version must be observed.

12.3. Liability

Inn-Bike GmbH is liable exclusively for personal and property damage caused by it or its agents through intent or gross negligence. Liability for slight negligence on the part of Inn-Bike GmbH or its agents is expressly excluded.

12.3.1. Rental Objects

If damage is found on rental items after use that does not represent wear or fatigue of the material, the customer is liable for this damage and must provide compensation. This particularly applies in the event of the rental items being rendered unusable.

When booking multiple bikes, the contracting party assumes liability for all booked bikes. Inn-Bike GmbH assumes no liability for personal or property damage resulting from improper use of the rental items. By borrowing at the rental location, the contracting party expressly declares that the rental item was handed over to him in proper and complete condition, especially without visible damage. Furthermore, the contracting party is obliged to check the brakes and, if available, the lighting for functionality.

12.3.2. Liability of the Contracting Party

The customer is generally liable for the loss of rental items, especially in case of theft, as well as for any damages of any kind and must always pay for the full amount of damages.

The contracting party acknowledges that bicycles and accessories are not insured and undertakes not to leave them unattended and always to lock them with a lock. In case of theft, the contracting party is obliged to contact the Customer Service Center immediately and to follow its further instructions.

12.3.3. Tours and Route Suggestions

The selection of the respective route is made by the customer based on his abilities and previous knowledge. Inn-Bike GmbH assumes no liability for personal or property damage resulting from misjudgments on the part of the customer. The contracting party expressly declares to complete only tours appropriate to his abilities.

Only predefined routes of the state of Tyrol and public roads may be used:

<https://radrouting.tirol/>

The staff of Inn-Bike GmbH have the right to exclude cyclists who are not appropriately dressed or equipped or are under the influence of alcohol from renting bikes.

12.4. Payment Terms and Tariffs

Unless otherwise agreed upon, payment is exclusively made by credit card. The debit will be made after the rental item, including all accessories, is returned according to the rental rate, the duration of use, and any special fees incurred. Inn-Bike GmbH reserves the right to cancel reservations at any time and without giving reasons.

All prices are subject to the currently valid version including 20% VAT according to the tariff information sheet.

12.5. Return of Rental Items

The tenant is obliged to return the rental object including accessories in perfect, clean, and rentable condition at the end of the agreed rental period to the same rental location.

The rental bikes must be parked in a bicycle rack in the container at the designated location upon return.

If bicycles or accessories are returned dirty, a fee according to the special tariff list will be charged for cleaning a dirty bicycle.

E-bikes must be plugged in for charging after rental. Failure to do so will result in a special fee according to the current tariff list for payment.

12.6. Miscellaneous

By activating the checkbox, the contracting party confirms the correctness and completeness of his data and further affirms that he has provided this information truthfully. The transfer of the contracting party's login data is not permitted.

13. Applicable Law and Jurisdiction

The relationship between the contracting parties is governed exclusively by Austrian law. The application of the Uniform Law on the International Sale of Goods as well as the Law on the Conclusion of International Contracts for the Sale of Goods is excluded. The exclusive place of jurisdiction for all disputes arising from this contract is our place of business in Austria, 6330 Kufstein. The same applies if the customer does not have a general place of jurisdiction in the EU or if his domicile or habitual residence does not match the delivery address at the time of filing the claim and cannot be determined through a standard address check. If the customer is a consumer within the meaning of the Austrian Consumer Protection Act (KSchG), the jurisdiction of the court in whose district the customer's residence, habitual residence, or place of employment is located is considered established.

14. Severability Clause

The invalidity of a contract provision does not affect the remaining provisions of the contract.
Stand: 29.03.2024