



Terms and Conditions

eBike24.com is owned by Elektrofahrrad24 GmbH, Emilienstrasse 20, 01139 Dresden, Germany.

These Terms and Conditions govern the sale of products between you and Elektrofahrrad24 GmbH (hereinafter eBike24.com).

Please read these terms and conditions carefully before placing an order on eBike24.com. By ordering on eBike24.com, you agree to be bound by these terms and conditions.

1. SCOPE OF APPLICATION

For the business relationship between eBike24.com, Emilienstraße 20, 01139 Dresden and the customer, the following general terms and conditions in the version valid at the time of the order apply exclusively. Other terms and conditions shall not be recognized by eBike24.com unless eBike24.com has expressly accepted their validity in writing.

2. CONTRACTUAL PARTIES

eBike24.com is operated by Elektrofahrrad24 GmbH, Emilienstraße 20, 01139 Dresden. If a contract is concluded (see §3), Elektrofahrrad24 GmbH is the contractual partner of the customer.

Elektrofahrrad24 GmbH,
Emilienstrasse 20
01139 Dresden
Germany

E-mail: [info\(at\)ebike24.com](mailto:info(at)ebike24.com)

3. CONCLUSION OF CONTRACT

The customer will have the opportunity to check the details of each order before validating it. From the moment the customer confirms his order, he is considered to have knowingly accepted the Terms and Conditions of sale, the prices, volumes and quantities of the products ordered, as well as the fees and taxes applicable to his order.

In accordance with European regulations, an order is considered concluded (and the sales contract formed) when this order confirmation is made available to the customer by eBike24.com:

either by the dispatch of the goods
and/or by an express declaration of acceptance (e-mail notification of dispatch and/or e-mail promise of delivery with prepayment)

The confirmation e-mail automatically sent to the customer after receipt of the order does not constitute acceptance by eBike24.com. It is only an acknowledgement of receipt.

The text of the contract is saved. The customer can view or download the general terms and conditions of eBike24.com at any time on this page. For security reasons, the specific data of the customer's order cannot be accessed via the Internet and will be treated confidentially in accordance with the data protection regulations of eBike24.com.

4. RIGHT OF WITHDRAWAL/RETURN

The right of withdrawal set out below does not apply to business customers (B2B).

4.1 What is the right of withdrawal?

The right of withdrawal allows you to cancel and return your purchase (unused and made online) within 14 days of delivery of the order, regardless of the reason, and without having to justify it to us.

You must nevertheless send us a written request.

In the case of a multiple order (relating to several products delivered separately or an order made up of batches or multiple parts whose delivery is staggered over a defined period), the period runs from receipt of the last product or batch or the last part.

4.2 How to exercise your right of withdrawal?

In order to exercise your right of withdrawal, you must, within 14 days from the date of receipt of your unused product, send us a written statement (postal mail, fax, email) clearly stating your decision to cancel your purchase.

You cannot simply return the product(s) without a written request. You can (without obligation) use the standard withdrawal form below.

Please note that the returns process for shipments outside the EU or EFTA countries is handled separately. The return shipment must be indicated as a return in the customs declaration when posting the parcel at the local post office. The invoice of your original order must be attached to the outside of the parcel in an envelope as well.

If the value of the goods exceeds €150.00, you must additionally complete the ATLAS customs declaration (<https://www.einfuhr.internetzollanmeldung.de/iza/content.do>) and attach it to the package.

If this procedure is not followed, customs charges may be incurred at our expense. We reserve the right to deduct these charges from your refund.

4.3 Refund of your purchase

If you cancel your order, we will give you a full refund, including delivery charges (except for additional delivery charges if you have chosen a more expensive delivery method than the standard delivery method offered by us). Please note that your shipping costs are not refunded if you return only a part of your order.

This refund will be made immediately and at the latest within 30 days of receipt of your notice of withdrawal. However, we may defer the refund your shipment.

For this refund, we will use the same methods of payment that you used at the time of the order, unless otherwise expressly agreed with you; in no case will you be charged for this refund.

4.4 Return of the product

After you have informed us of your decision to withdraw, you then have a maximum of 14 days to return or restitute the goods.

Return address:

Elektrofahrrad24 GmbH
Return shipment
Emilienstraße 20
01139 Dresden
GERMANY

4.5 Return costs

The deadline is met if you send the goods before the deadline of fourteen days. You have to bear the direct costs of the return:

- if the delivered goods match the ordered goods and if the price of the goods to be returned is less than 40 euros.
- if the delivered goods match the ordered goods and if the delivery was made outside of the European Union and to islands outside of Europe.

Otherwise, the return is free of charge for you and you will receive a return receipt from us. If you return the order yourself without our prepaid return label, we cannot reimburse you for the costs unless we have previously confirmed in writing that we will bear the costs.

You will only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods in a manner that is not necessary for the inspection of the condition, properties and functioning of the goods.

The right of withdrawal does not apply

- if you are not a consumer in the sense of § 13 BGB (German Civil Code)
- for goods, for whose production an individual selection or determination by you is decisive or which are clearly tailored to your personal needs
- for computer software or sound carriers etc. in a sealed package, if the seal has been removed after delivery.

5. STANDARD WITHDRAWAL FORM

If you wish to cancel your purchase, you can fill out and return this form. To the attention of:

Elektrofahrrad24 GmbH
Emilienstraße 20
01139 Dresden
GERMANY

Email: info@ebike24.com

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the good (*)/for the provision of services (*) below :

Ordered on (*)/received on (*) :

Name of the customer(s) :

Address of the customer(s) :

Signature of the customer(s) (only in case of notification of this form on paper) :

Date : (*)

(*) Delete as appropriate.

6. DELIVERY, SUBSEQUENT DELIVERY

Unless otherwise agreed, delivery shall be made to the delivery address specified by the customer. Information on the delivery time is without obligation, unless the delivery date has been exceptionally confirmed as binding.

It may happen that an item is not immediately available due to excessive demand. Partial delivery is possible from 100€ of purchase, shipment cost excluded, applicable only for countries members of the European Union (no islands). The shipping costs for this second shipment will be borne by us.

7. EXCHANGE

eBike24.com is not obliged to replace products that are not faulty, but as a general rule will still proceed with the exchange as far as possible.

Within the course of an exchange procedure, the cost of the second shipment is charged to the customer. The customer's right of withdrawal (see §§ 4 and 5) is in no way limited or excluded by this provision.

8. PAYMENT

At eBike24.com, the customer can pay throughout Germany by Klarna invoice & instant transfer, Giropay, electronic direct debit (SEPA), Apple Pay, credit card (Mastercard, Visa), Paypal, Amazon Pay, financing by EasyCredit and prepayment. Payment by invoice is not possible for first-time customers. We ask our customers abroad to pay only by Klarna Invoice

& Instant Transfer, Credit Card, Paypal, Amazon Pay, IDEAL (NL), EPS (AT), Przelewy24 (PL), Bancontact, KBC/CBC, Belfius, ING Homepay or Prepayment.

For payments by credit card, the reservation of the product(s) is triggered immediately. In the case of transfers, the customer pays in advance directly to the account of eBike24.com.

The customer shall not transfer the amount until eBike24.com has confirmed the availability of the product and accepted the contractual offer. It should also be noted that in the case of transfers (especially from abroad), bank charges may be charged to the customer. The full amount of the invoice must be paid to eBike24.com. For the transfer, the account number of eBike24.com is transmitted together with the promise of availability.

9. DUE DATE AND DEFAULT OF PAYMENT

The price is due in full after confirmation of the order. If the customer is in delay of payment, eBike24.com is entitled to charge late payment penalties.

10. LATE FEES

If the customer does not pay his invoice on the due date after a first reminder, eBike24.com is entitled to demand a late payment penalty amounting to 25 Euros on the occasion of a second reminder.

11. SET-OFF, RIGHT OF RETENTION

The customer shall only have a right of set-off if his counterclaims have been legally established or acknowledged by ebike24.com. The customer is authorized to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

12. RETENTION OF TITLE

The goods remain the property of ebike24.com until full payment has been received.

13. LEGAL WARRANTIES OF CONFORMITY AND WARRANTY FOR DEFECTS

The statutory warranty provisions apply. The warranty period is 2 years and begins with the delivery of the goods. Warranty claims of the customer are initially limited to the removal of defects or replacement of the defective item. Any other cause not related to the functioning of the product or a possible manufacturing defect is excluded.

eBike24.com is therefore not liable for damages caused after the delivery of the product or for other causes which are not related to the manufacturing process; in particular eBike24.com is not liable for loss of the product, for damages caused by misuse or misuse contrary to the manufacturer's instructions, nor shall it be liable for other economic damages caused by misuse or application of the product.

Our liability for product defects is governed by the legal provisions in force.

14. CONFIDENTIALITY AND SECURITY

The personal data you enter when ordering, such as your credit card number, bank code, bank account number or your name and address, is encrypted and therefore protected against unauthorized access when transmitting this data over the Internet.

eBike24.com uses a secure transmission method - "Secure Socket Layer" (SSL) - to process the data of its customers.

By placing an order, the customer agrees to the storage, processing and use of his/her data for the purpose of processing the order on eBike24.com.

eBike24.com does not pass on your personal data to third parties. We also do not store payment data such as credit card number or bank account number.

These payment data are processed by the German company Novalnet AG. For this purpose, Novalnet AG needs some personal information about you: name and address, account number, bank account number, counter code or IBAN and credit card number or BIC (including validity period), amount and currency of the invoice, as well as the customer number. Novalnet AG can use this information for the processing of payments and is obliged to treat it in accordance with the data protection law.

Within the framework of this business relationship, eBike24.com transmits to Bürgel Business Information GmbH & Co KG, PO Box 500 166, 22701 Hamburg, Germany, the personal data collected within the framework of the order as well as data relating to non-contractual or fraudulent behaviour.

The legal basis for these transfers is Article 6, paragraph 1 letter b and Article 6, paragraph 1 letter f of the General Data Protection Regulations (GDPR). Transfers on the basis of Article 6, paragraph 1, letter f of the GDPR may only take place insofar as this is necessary to safeguard the legitimate interests of Elektrofahrrad24 GmbH or third parties and does not take precedence over the interests or fundamental rights and freedoms of the data subject, which require the protection of personal data. The exchange of data with CRIF Bürgel GmbH also serves to fulfill the legal obligations to check the creditworthiness of customers (§ 505a and 506 BGB).

CRIF Bürgel GmbH processes the data received and also uses it for scoring purposes, in order to provide its contractual partners in the European Economic Area and Switzerland as well as in other third countries (if the European Commission has taken a decision on them) with information to assess the solvency of natural persons, among other things. More detailed information on the activities of CRIF Bürgel GmbH is available at <https://www.crifbuergel.de/en/datenschutz/>.

15. APPLICABLE LAW

The entire legal relationship between the customer and ebike24.com is based on German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.