

General terms and conditions for Accell Nederland B.V.

1. Definitions

- Offer: an offer by Accell Nederland B.V. (hereinafter "KOGA") for the purchase of the product, including a purchase price, payment obligations, additional costs, an indication/expected delivery time, and which includes the applicability of these general terms and conditions;
 - KOGA: the company selling bicycles and accessories under the trade name KOGA;
 - Reflection period: the period of 14 days after receipt within which the Customer may exercise his right of withdrawal;
 - Warranty conditions: conditions regarding warranty, applicable to KOGA's products and all agreements between KOGA and Customer and available on the Website;
 - Right of withdrawal: the possibility for the Customer to waive the distance contract within the Reflection Period;
 - Customer: the natural person, not acting in the exercise of a profession or business, with whom KOGA enters into an agreement;
 - Model withdrawal form: the European model withdrawal form included in Appendix 1 to these general terms and conditions;
 - Distance agreement: any agreement concluded between KOGA and Customer under an organised scheme for the sale of products, digital content and/or services, which, up to and including the conclusion of the agreement, makes exclusive use of one or more means of distance communication;
 - Website: the KOGA website: www.KOGA.com.
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2. Applicability

1. These general conditions shall apply to every offer and agreement between KOGA and customer to which KOGA has declared these conditions applicable, insofar as these general conditions have not been deviated from expressly and in writing by the parties.
2. Before the distance contract is concluded, the text of these general conditions shall be made available to the Customer. If this is not reasonably possible, before the distance contract is concluded, KOGA will indicate in which way the general conditions can be inspected at KOGA and that they will be sent to the customer free of charge at his request.
3. If the distance contract is concluded electronically, before the distance contract is concluded, the text of these general conditions will be made available to the Customer electronically in such a way that it can be easily stored by the Customer on a durable data carrier. If this is not reasonably possible, prior to the conclusion of the Distance Contract, it will be indicated where the general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the Customer's request.

4. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation should be assessed in the spirit of these general terms and conditions.
5. If KOGA does not always require strict compliance with these terms and conditions, it does not mean that the provisions thereof do not apply, or that the Customer would to any extent lose the right to require strict compliance with the provisions of these terms and conditions in other cases.
6. In case specific product or service conditions apply in addition to these general terms and conditions, the provisions of the second and third paragraphs of this article shall apply accordingly.

3. Quotes and Offers

1. All offers of KOGA shall be without obligation, unless a term for acceptance has been set. An offer shall lapse if the product to which the offer relates is no longer available in the meantime.
2. KOGA cannot be held to its offers if the Customer can reasonably understand that the offers, or any part thereof, contain an obvious mistake or slip of the pen.
3. Each Offer contains such information that it is clear to the Customer what the rights and obligations are, which are attached to the acceptance of the Offer. This concerns in particular the price including taxes, the possible costs of delivery, the way in which the agreement will be concluded and which actions are necessary for this, whether or not the right of withdrawal is applicable, the method of payment, delivery and performance of this agreement, the term for acceptance of the offer, or the term within which KOGA guarantees the price, the amount of the rate for distance communication if the costs of using the technique for distance communication are calculated on a basis other than the regular basic rate for the means of communication used, whether the agreement will be archived after its conclusion, and if so in which way it can be consulted by the Customer, and the way in which the Customer, before concluding the agreement, can check and, if desired, rectify the data provided by him as part of the agreement.

The prices stated in an Offer include VAT and other government levies as well as any costs to be incurred within the scope of the agreement, including administration costs, unless stated otherwise. Transport and assembly costs shall be stated separately and are explicitly not included in the prices stated in the Offers. KOGA will not levy VAT if the order is placed by the customer from a country outside the European Union. Any import duties, (local) taxes and other levies that may be imposed shall be borne by the customer and must be paid by the customer.

4. If the acceptance (whether or not on minor points) deviates from the Offer included in the quotation, KOGA shall not be bound by it. The agreement will not be concluded in accordance with this deviating acceptance, unless KOGA indicates otherwise.
5. All statements by KOGA of numbers, sizes, weights, colours and/or other indications have been made with care. KOGA does not guarantee that deviations will occur. Mistakes, such as price errors on the website www.KOGA.com in advertising, offers, quotations, publications, order confirmations, invoices and other documents originating from KOGA, do not bind KOGA.

6. Quotations and offers, including leaflets and the Website, shall be free of obligation and shall only constitute an invitation to place an order.
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4. The agreement

1. Subject to the provisions of paragraph 4, the agreement is concluded when the Customer accepts the Offer and fulfils the conditions thereby laid down by KOGA.
 2. If the Client has accepted the offer electronically, KOGA will immediately confirm receipt of electronic acceptance of the offer. As long as the receipt of this acceptance has not been confirmed by KOGA, the customer may dissolve the agreement.
 3. If the agreement is concluded electronically, KOGA shall take appropriate technical and organisational measures to protect the electronic transfer of data and shall ensure a secure web environment. If the customer can pay electronically, KOGA will take appropriate security measures to that effect.
 4. KOGA can inform itself within legal frameworks whether the customer can meet his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the distance contract. If, on the basis of this investigation, KOGA has good grounds not to enter into the agreement, it is entitled to refuse an order or application or to attach special conditions to the implementation, while stating its reasons.
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5. The price

1. During the validity period mentioned in the Offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates.
 2. Notwithstanding the provisions of the previous paragraph, KOGA may offer products or services whose prices are subject to fluctuations in the financial market that are beyond KOGA's control, with variable prices. This link to fluctuations and the fact that any prices stated are recommended prices shall be stated in the Offer.
 3. Price increases after the conclusion of the agreement are only permitted if the Customer has the option to dissolve the agreement as of the day on which the price increase takes effect.
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6. Delivery, performance and amendment of agreement; price increase

1. The place of delivery shall be the address made known to KOGA by the customer.
2. Delivery times are only indicated approximately. KOGA will deliver accepted orders at a time to be specified and will keep the customer informed about the delivery period and the actual time of delivery. If the delivery is seriously or unreasonably delayed after KOGA has informed the customer about the time of delivery, or if it appears that an order cannot or can only be partially carried out, the customer will be informed about this at the latest 30 days after he has placed the order. In that case, the customer has the right to dissolve the agreement.

3. In case of dissolution in accordance with the previous paragraph, KOGA (if applicable) will refund the amount paid by the customer as soon as possible, but no later than 14 days after dissolution.
4. If delivery of an ordered product proves impossible, KOGA will make every effort to provide a replacement article. Upon delivery at the latest, it will be clearly and comprehensibly stated that a replacement article will be delivered. Replacement items cannot exclude the right of withdrawal. The costs of any return shipment shall be borne by KOGA.
5. Day and time of delivery depend on the carrier's delivery schedule. It is not possible to reschedule. In principle, no deliveries will be made on Saturdays, Sundays, evenings or public holidays.
6. Delivery takes place up to the Customer's door. The employee of the carrier is not permitted to enter the Customer's home, the shed or other immovable property belonging to the home.
7. The risk of damage and/or loss of products rests with KOGA until the moment of delivery by KOGA to the customer or a representative designated in advance and made known to KOGA, unless explicitly agreed otherwise.
8. KOGA is entitled to have certain activities -such as, but not exclusively, the performance of warranty work, transport and assembly of articles- carried out by third parties.
9. If during the execution of the agreement it appears that for a proper execution of the agreement it is necessary to amend or supplement it, the parties will timely and in mutual consultation adapt the agreement. If the nature, scope or content of the agreement is changed, whether or not at the request or indication of the Customer, of the competent authorities et cetera, and the agreement is thereby changed in qualitative and/or quantitative respect, this may have consequences for what was originally agreed. As a result, the amount originally agreed may be increased or decreased. KOGA will give as much advance notice as possible. An amendment to the agreement may change the originally given term of execution. The customer accepts the possibility of amending the agreement, including the change in price and term of execution.

7. Payment

1. Unless otherwise stipulated in the agreement or additional terms and conditions, the amounts owed by the Customer must be paid within 14 days of the conclusion of the agreement.
2. When selling products to consumers, general terms and conditions may never require the consumer to pay more than 50% in advance. Where advance payment has been stipulated, the Consumer may not assert any rights regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
3. The customer has the duty to report inaccuracies in payment details provided or mentioned immediately to KOGA.

4. If the customer does not timely meet his payment obligation(s), he shall, after he has been notified by KOGA of the late payment and KOGA has given the customer a period of 14 days to still meet his payment obligation, after the failure to pay within this 14-day period, owe the statutory interest on the amount still due and KOGA shall be entitled to charge the extrajudicial collection costs incurred by him. These collection costs shall amount to a maximum of: 15% over outstanding amounts up to EUR 2,500; 10% over the next EUR 2,500; and 5% over the next EUR 5,000 with a minimum of EUR 40. KOGA may deviate from said amounts and percentages to the benefit of the Customer.

8. Right of withdrawal

1. The Customer has the possibility of dissolving a distance contract relating to the purchase of a product during a 14-day cooling-off period without giving reasons. KOGA may ask the Customer for the reason for withdrawal, but may not oblige the Customer to state his reason(s). The cooling-off period starts the day after the customer, or a third party designated in advance by the customer, who is not the carrier, has received the product.
2. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the Customer. If the Customer chooses to return the product during the withdrawal period, the costs of returning the product shall be borne by the Customer.

9. Obligations of the Customer during the reflection period

1. During the reflection period as mentioned in article 8.1, the Customer shall handle the product and its packaging with care. He shall only unpack or use the product to the extent necessary to establish the nature, characteristics and functioning of the product. The basic principle here is that the Customer may only handle and inspect the product as he would be allowed to do in a shop. If the Customer goes beyond what he would be allowed to do in a shop when inspecting, any decrease in value will be charged to the Customer by KOGA.
2. Customer is only liable for diminished value of the product resulting from a way of handling the product that goes beyond that permitted in paragraph 1.

10. Exercise of the right of withdrawal by the Customer and associated costs

1. If the Customer exercises his right of withdrawal, he shall notify KOGA within the withdrawal period using the model withdrawal form (attached as Appendix 1) or in any other unambiguous manner.
2. As soon as possible, but at the latest within 14 days from the day following the notification referred to in paragraph 1, the customer - in accordance with the reasonable and clear instructions provided by KOGA - shall return the product with all delivered accessories and - if reasonably possible - in the original condition and packaging to KOGA, or hand it over to the KOGA dealer where the delivery of the product took place.

3. If the customer exercises his right of withdrawal, he will be responsible for the costs of returning the product.
4. If the customer has paid KOGA an amount, KOGA will refund this amount as soon as possible, but no later than 14 days after the return or withdrawal. The refund period shall extend from the day the product was received at KOGA's warehouse.

11. Exclusion of right of withdrawal

1. KOGA may only exclude the Customer's right of withdrawal to the extent provided for in paragraph 2 of this article.
2. Exclusion of the right of withdrawal is only possible for products: (a) made by KOGA in accordance with the specifications of the customer; (b) that are clearly personal in nature; and/or (c) that cannot be returned due to their nature.

12. Compliance and warranty

1. KOGA guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the existing statutory provisions and/or government regulations on the date of conclusion of the agreement.
2. To the products and agreements, including the Distance Agreement, the Warranty Conditions as stated on the Website apply.
3. The warranty period commences at the time of delivery to the Customer.
4. Claims under the warranty should be submitted to KOGA under presentation of the product for inspection. At the same time, the original purchase receipt and the original guarantee certificate supplied with the product should be handed over to KOGA.
5. The rights granted to the customer in this article are without prejudice to the rights the customer is entitled to by law.

13. Intellectual property

1. KOGA reserves the rights and powers vested in it under the Copyright Act and other intellectual laws and regulations. KOGA has the right to use the knowledge gained by the execution of an agreement for other purposes as well, to the extent that no strictly confidential information of the client is brought to the knowledge of third parties.

14. Data and files, privacy

1. These general conditions apply to the website(s) operated by KOGA and to all products and services offered and provided to Customers by KOGA via the internet.
2. KOGA will treat the customer's data as confidential. It will not be made available to third parties, unless KOGA is legally obliged to do so, or if this is necessary for the delivery of the product or service. To the extent that the data provided by the customer qualify as personal data, KOGA will process such data in accordance with all relevant privacy laws and regulations. The privacy statement on the KOGA website explains which personal data KOGA processes for which purposes, and how it deals with privacy laws and regulations.

15. Applicable law and disputes

1. All legal relationships to which KOGA is a party shall be governed exclusively by Dutch law, even if an obligation is wholly or partly performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded. The parties will only appeal to court after they have made every effort to settle a dispute in mutual consultation.

16. Location and amendment of conditions

1. These terms and conditions can be read and downloaded on the website www.KOGA.com. The Customer has declared to have read and agreed to these terms and conditions before the agreement could be concluded. These General Terms and Conditions of Accell Nederland B.V. were drawn up on 23 May 2023. The latest version of the terms and conditions as included on the website www.KOGA.com shall always apply.
2. The Dutch text of the general terms and conditions shall always be decisive for the interpretation thereof.