

GENERAL TERMS AND CONDITIONS OF SALE OF THE COMPANY OLIMPIA BYCICLE LTD

1. Validity of the Conditions

Offers, deliveries, and services from our company are exclusively subject to the following conditions of sale and delivery. These conditions also apply to all current and future business relationships with the customer, even if they are not explicitly agreed upon again. Customer conditions that deviate or conflict with ours will not form part of the contract, even if our company does not explicitly object to them. By placing an order (by phone, fax, online, etc.), the customer accepts these terms of sale and pricing. Any deviations from these conditions must be in writing to be effective. We reserve the right to correct or recalculate incorrect information in price lists, catalogs, or online shop errors, as well as due to incorrect calculations. Unless otherwise specified, statutory provisions apply. Claims for damages are limited to cases of gross negligence or intentional misconduct.

2. Offers and Prices

All offers and prices are non-binding unless specifically agreed upon in individual cases. The right to sell goods to others is reserved. All prices are quoted in EURO, excluding VAT, and are applicable ex-warehouse or ex-works (EXW as per Incoterms 2010) of the seller, excluding packaging, shipping, insurance, customs duties, and other indirect costs. Prices are calculated based on the rates valid on the delivery day.

Should labor costs change due to industry or internal agreements, or if other cost factors relevant for pricing, such as materials, energy, transport, outsourced labor, financing, packaging, and exchange rate costs change, we reserve the right to adjust our prices accordingly. For door-to-door deliveries, any additional costs incurred cannot be reclaimed from our company if these are paid directly by the customer to a third party.

Specifications such as dimensions, weight, quality, construction, and material are provided as accurately as possible but are approximate and non-binding. All images in promotional materials are for illustration only. Changes in construction and errors, including misprints, are expressly reserved. This also applies to information provided by subcontractors. The risk of data transmission errors in bids or orders lies with the buyer.

Our prices do not include delivery, installation, or setup costs. However, these services can be provided or organized by us for a separate fee upon request.

Orders placed before the season, generally 3-5 months in advance, should be marked as pre-orders. Pre-orders are confirmed based on current delivery times from our suppliers. The season is defined as the period from July 1 to June 30. Once submitted, pre-orders are irrevocable and legally considered as full orders.

3. Terms of Payment

Unless otherwise agreed, our invoices must be paid in advance. For custom-specific orders, one-third of the fee is payable upon contract conclusion, and the remainder before the completion of the service. If, after agreeing to a transaction, we obtain information that casts doubt on the customer's creditworthiness for the order's size, we may demand full advance payment, regardless of prior agreements.

The buyer is required to indicate the invoice number when making payments.

The entitlement to a cash discount requires an explicit agreement and is conditional on all payment obligations from earlier deliveries being fully met. In case of late payments, even if instalment payments are allowed, any discount agreements will be suspended.

Deductions from the invoice amount without the supplier's prior consent are not allowed.

Payments are considered made on the date they are received in our business account, paid in cash at our office, or when the seller can dispose of the invoice amount without loss. Payment assignments made by the customer to transfer vouchers are not binding for us.

The withholding of payments or offsetting by the buyer against counterclaims is not permitted unless they are acknowledged in writing or legally confirmed by a court.

Checks and bills of exchange are accepted only after a special agreement and solely on account of payment, not as a place of performance. Collection and discount charges will be billed to the buyer. The seller may refuse payments made by check or bill of exchange without providing a reason.

Payments to employees, drivers, or sales representatives are effective in discharging debt only if they possess a valid collection authority.

If payments are not made timely, we reserve the right to charge interest at 8% above the respective base rate on outstanding invoices.

The supplier reserves the right to withhold subsequent deliveries in case of payment default. In events of late payment, payment suspension, or buyer bankruptcy, our total claim, including any amounts due, becomes payable immediately. In the case of late payment, the buyer is obliged to provide adequate security for all our claims, especially through mortgage, assignment of claims, or transfer or pledging of assets. At the same time, all special agreements (including special discounts) are considered null and void.

If the buyer fails to timely pay an invoice, the supplier is entitled to demand all claims arising from the business relationship with the buyer. A buyer's right of retention is excluded. The granting and withdrawal of credit are at our discretion at all times. For unknown customers, delivery is made only against prepayment or cash on delivery.

Reminders are charged at 5 Euro per reminder stage.

The supplier is entitled to allocate payments to older debts even if the buyer instructs otherwise. If interest has accrued, the supplier is entitled to first apply payments towards interest and reminders and only then towards the principal services/products.

The supplier will only consider complaints about the delivered goods after the invoiced amount has been paid.

If the payment period is exceeded, any allowances (rebates, discounts, and bonuses, etc.) granted will be forfeited and added to the invoice.

The customer is not entitled to transfer receivables and rights from the contractual relationship to any third party without our written consent.

4. Delivery Terms

Delivery times are non-binding, and partial deliveries are permitted and considered as independent deliveries. All mentioned delivery times are approximate. We strive to adhere to delivery times to the best of our ability. We reserve the right to deliver articles that have the same use if the ordered item is not available from stock. Deadlines and dates will be postponed in the event of force majeure, breakdowns, strikes, transport issues, unforeseeable delays from our suppliers, or other similar events beyond our control, for the duration of the respective event. We are entitled to cancel all or part of our delivery obligations. However, the buyer's obligation to collect the goods remains. We are only obligated to deliver goods ordered as long as there are no obstacles in procuring goods from our suppliers. Claims for damages or lost profits are always excluded (e.g., due to delayed delivery or non-delivery).

We are only obligated to perform our services once the customer has fulfilled all his obligations necessary for execution, particularly all technical and contractual details, preparatory work, and preparatory measures.

5. Delivery and Transport

The seller informs the buyer about the availability of pre-ordered goods. At the buyer's request, the seller will provide the identification code and quantity of the goods to be accepted. The buyer must accept 50% of the pre-ordered quantities by the end of March of the referenced year to maintain the previously agreed conditions. The pre-order can be delivered up to the credit limit of the partner or for advance payment. If the customer has not reached the agreed minimum order quantity by completing individual orders after the end of the agreed pre-order period, we are entitled to claim flat-rate compensation amounting to 30% of the lost order value.

Shipping takes place at the account and risk of the receiver and, in the absence of special regulation, at our discretion without guarantee for the quickest or cheapest route. When shipping, the buyer will be charged pro-rata delivery costs per delivery. For bicycles, additional insurance and transport surcharge will be charged per bike. For express deliveries, the actual freight costs are charged. Costs for self-collectors are not reimbursed. In the case of private deliveries commissioned by the dealer, higher freight costs arise, which are charged in full. Upon delivery of the goods, an invoice will be provided in two copies for the buyer. The buyer confirms receipt of the goods with a stamp and signature on the supplier's copy. Upon fulfillment of the delivery or any subsequent quantitative and total objections ascertained, the buyer is entitled to assert his rights exclusively in writing and within 48 hours towards the supplier. If this does not happen, then the invoice can be considered accepted.

In the event of a return of goods due to insolvency, all costs incurred by the customer will be charged to the customer; however, at least twice the flat handling costs.

Upon delivery, all items must be unpacked and checked for damage. Damage not recorded by the forwarding agent upon acceptance of the goods will not be replaced by us or the shipping company. There is no possibility for exchange or return of these items. The forwarding driver is obliged to confirm the damage in writing. If any damage is found, return the goods immediately under refusal of acceptance. Clothing and shoes are generally excluded from return. All products have been checked for proper packaging. If the goods still arrive damaged or incorrect, it is important to note the following: Prerequisite is a correct claim for visible damage. Check whether damage to the goods/packaging is visible on the outside. If external damage to the goods and/or packaging is present, these must be specified on the forwarding delivery note. Simple descriptions like: "damaged" or just "packaging damaged" are not enough! Attention to the original packaging is required. Should it appear that the packaging has been faulty or repaired, please inspect it to determine if the product itself is defective.

Bicycles are delivered in a preassembled condition and are not ready to drive. The dealer is obligated to sell the bicycles only in a fully assembled and correctly adjusted condition.

This includes fitting the legally required safety equipment provided by us. Before selling to the consumer, the buyer must conduct a final inspection of the bicycle, particularly checking the proper adjustment of the brakes and the tight fit of all screws. The dealer will inform the customer about specific characteristics of the purchased product. The dealer must provide the end user with all user information and instructions supplied with the product. Furthermore, the dealer will ask the customer to read and pay attention to the documents. Obvious defects must be reported in writing within two days of delivery of the goods, stating the invoice number. After this period, the goods are deemed to have been accepted as faultless. The same applies to wrong deliveries or small quantities. The customer bears the full burden of proof for all claims, particularly for the defect itself, for the time of the defect's occurrence, and for the timeliness of the defect report. Claims for defects expire in all cases according to statutory provisions.

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6. Returns/Order Cancellation/Modification

The return of sold goods is excluded. In individual cases, after prior written agreement, the return of goods can be agreed upon, provided that the original packaging is complete and undamaged. The delivery of returned goods is at the expense and risk of the buyer. For returns, we reserve the right to charge processing fees of at least 10% of the calculated price. If the invoice date for the returned goods is more than 30 days old, the current prices minus 30% will be credited. Goods procured on special request are in principle excluded from redemptions.

The buyer can register a cancellation in writing up to five working days after placing the order but in any case, before delivery. For the expenses incurred by the cancelled order, the seller reserves the right to charge 30% of the order value based on the retailer price. The same procedure applies for partial cancellations. Special orders that have been ordered especially for the customer cannot be cancelled.

If the buyer delays the delivery of the order/pre-order by more than 30 days, we may charge a storage and financing fee. Postponement beyond 6 months is considered a cancellation, and we are entitled to 30% compensation.

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7. Retention of Title

The seller retains ownership of all goods delivered by him until payment of all his claims, including unpaid checks and bills of exchange, from the business relationship. This applies regardless of the legal basis, including possible claims for bills of exchange, claims acquired by third parties, and claims with companies affiliated with our company (as evidenced by our annual report). This also applies if the purchase price has been paid for certain deliveries of goods designated by the buyer. On a current account, the reserved property is considered as security for the balance due to the seller. Until the fulfilment of all claims to which the seller is entitled against the buyer, pledging or transfer of the security of the delivered goods is prohibited. Until then, the pledging or assignment of claims, particularly to financial institutions without the express consent of the seller, is inadmissible.

The supplier is entitled to insure the delivery item at the expense of the customer unless the customer is demonstrably insured for this.

The buyer is obliged to inform the seller of third-party access to the goods delivered under retention of title without delay by sending a seizure protocol as well as an affidavit on the identity of the seized object with the delivered goods. The buyer may only sell the delivered goods and the resulting items from processing or processing in regular business. If the buyer sells the seller's goods as long as there is still a retention of title by the seller in turn with his goal, he may not transfer the goods to the third-party purchaser before payment of all his obligations to the seller. The buyer is obliged to protect the rights of the seller to the third-party buyer in any required manner. The buyer hereby assigns in advance to the complete repayment of all claims of the seller from deliveries of goods that he has for sale or any other legal reason with respect to the goods delivered by the seller against his customer claims with their occurrence in full amount with real effect with all ancillary rights as a precaution to the seller. If the buyer defaults on part of his obligations to the seller, he shall notify the third-party debtors of the assignment, request them to make payments only to the seller, refrain from any confiscation transaction, and provide the seller with a list of the transactions, resold goods to which there is still a reservation, or hand over any resulting claims.

The customer is entitled to processing, transformation, connection, and mixing with other items only in the context of his ordinary business. The processing or transformation of reserved goods is always carried out for the seller without the seller being obliged to do so. If the reserved goods are processed with items not belonging to the seller, the seller acquires co-ownership of the new item in proportion to the value of the reserved goods to the other processed items at the time of processing. If goods delivered by the seller are combined with other movable items or combined inseparably and the other item is to be regarded as the main item, it shall be deemed agreed that the customer assigns proportional co-ownership to the seller insofar as the main item belongs to him. The customer stores the property or co-ownership free of charge for the seller. The same applies to the new item as to the reserved goods.

The customer shall be entitled, subject to the exclusion of other dispositions, to resell in the ordinary course of business provided that the claims arising from the resale are assignable. The right to resell expires in the case of suspension of payments. The customer will resell the reserved goods subject to retention of title if the third-party purchaser does not pay immediately.

8. Warranty

The warranty obligation is according to the legal regulation, 24 months for new goods (starting from delivery). For erroneous deliveries reported by the inside sales service of the seller by telephonic or online transmission of a complaint form, the supplier, in the case of recognition, replaces according to their possibilities, improves or remunerates pro rata. Claims for damages due to incorrect deliveries are excluded. The invoice number is to be listed on the return on the registration form, and the return and the return reason must be notified. Any complaints must be made immediately after delivery in writing. In the event of recourse to the entrepreneur - within the framework of the statutory provisions - the submission of the original sales receipt from resale and, for bicycles, the original of the handover protocol (between the purchaser and the end user) from the resale must be presented. The installation of parts or components requires the skill, care, and expertise of a mechanic. In principle, all shipping and packaging, as well as removal and installation costs, shall be borne by the buyer. Claims for damages or loss of profit are always excluded. For legitimate claims, it is up to us either to provide free replacement or credit the value in goods or a partial value. If the buyer unauthorized changes or repairs to the faulted goods, we are exempt from any warranty obligation. Liability for consequential damage is assumed as part of product liability by the manufacturer. This does not apply to conversions or technical changes by the customer.

9. Data Protection

The customer grants his consent that the personal data contained in the purchase contract will be automatically stored and processed by us in fulfilment of this contract. Our Privacy Policy is available for our website visitors, contractual partners, and existing and future customers via the link <https://gepida.com/documents>

Change of Address - The customer is obliged to notify us of changes in his residential or business address as long as the contractual transaction is not completely mutually fulfilled. If the message is omitted, declarations shall be deemed to have been received even if they are sent to the last known address.

Data processing - We point out that all personal data are processed with the help of electronic data processing. We use this data (title, name, address, e-mail address, telephone and fax number, account details, and business numbers) in accordance with the provisions of Hungarian data protection law and EU GDPR regulations and in the sense of the business relationship. Data collection includes: collecting and collecting, storing, modifying, disseminating, disclosing, and erasing and destroying data. The processing of data takes place according to your consent and according to legal regulations. The consent can be revoked at any time. We treat your data lawfully, transparently, and with integrity and confidentiality.

Purposes of processing - The processing of the data is limited to the most necessary and takes place for the purpose of the business relationship. Purposes of processing are personal communication with information about our company's products or services, providing customer service (service, complaint), managing and executing purchases of products, including financial and logistical handling, managing the customer account from the merchant shop, and in the accounting department to control the incoming payments, Administration of participation in competitions, promotions, surveys, or website functions, provision of services on the Internet (dealer search), delivery of orders, fulfilment of legal obligations, settlement of disputes, or enforcement of contracts.

Data storage - Storage only as long as the purpose is fulfilled or according to the storage guidelines of 6 years (letters, e-mails, and other digital documents) and 10 years (books, incoming and outgoing invoices).

Data transmission - Our company transmits personal data and information (address, name, address, e-mail, telephone, and fax numbers) in order to fulfill the purpose of the business relationship also to end consumers (for example, in the dealer search on the Gepida page). The declaration of consent is made with the agreement to the terms and conditions. This consent is revocable at any time.

Your rights

Right to information: You have the right to know which data is stored in which form.

Right to correction: You have the right to request correction or completion of your personal data

Right to be forgotten: You have the right to delete the data

Right to restriction of processing: You have the right to request that personal data be processed restricted

Obligation to notify the rectification/erasure of personal data: You have the right to notify the person responsible of any activity

Right to data portability: You have the right to take your data from one provider to another

Right of opposition: You have the right to object to the processing of personal data at any time

Protection of stored data - We have created technical and organizational measures to ensure the protection of your personal data. These measures include the encryption of data (password-protected merchandise management system), permanently ensuring the confidentiality and resilience of systems and services (protection on different hard drives and servers, training of data protection staff, activated alarm system), recovery of personal data in physical/technical incident (backup on different hard drives and servers), procedures for periodically reviewing, evaluating, and evaluating the effectiveness of technical and organizational measures to ensure the security of processing (annual refresher on employee data protection, safeguarding the merchandise management system, periodic review of the alarm system). For further questions, please contact info@gepida.hu.

10. Final Provisions

The ineffectiveness of individual conditions does not affect the validity of the others. Herewith, all previous terms of sale and delivery lose their validity. Changes to the above conditions, as well as the prices and payment conditions, remain reserved.

The dealer has to set up and maintain a qualified customer service with a workshop and to run his specialty store business in a professional manner.

By placing orders, the customer declares his consent to the above conditions legally binding.

The law of Hungary applies, excluding UN sales law. The place of jurisdiction is the district court of Budapest, Hungary.

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