

GENERAL TERMS AND CONDITIONS

General terms and conditions Assist Group B.V. trading under the name Pumptrack Store

ARTICLE 1: IDENTITY OF THE COMPANY

Email address: info@pumptrackstore.nl

Address:

Einsteinstraat 16

3316 GG Dordrecht

The Netherlands

Chamber of Commerce number: 64171175

VAT number: NL855553959B01

IBAN: NL89 RABO 0103 0856 88 t.n.v. BMX World

BIC: RABONL2U

ARTICLE 2: APPLICABILITY

1. These terms and conditions apply to all offers listed on the website www.pumptrackstore.nl or other websites of BMX World, established in Dordrecht with the Chamber of Commerce number 64171175 and to all purchase and sale agreements concluded via or as a result of this website.
2. The buyer or client shall be referred to below as ‘the other party’. If in the following a provision specifically refers to the situation in which the other party is a natural person not acting in the exercise of a profession or business, it shall be referred to as ‘the consumer’.
3. Terms and conditions to the contrary shall only form part of the contract concluded between the parties if and insofar as both parties have expressly agreed to this in writing.
4. In these general terms and conditions ‘in writing’ also means: by e-mail, by fax or by any other means of communication which, in view of the state of the art and according to socially accepted standards, can be equated with this.
5. The acceptance and retention by the other party without comment of an offer or order confirmation, on which reference is made to these terms and conditions, shall be deemed to be agreement to their application.

6. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the other provisions.

ARTICLE 3: AGREEMENTS

1. Agreements become binding only by written confirmation from Pumptrack Store.
2. Verbal agreements bind Pumptrack Store only after they have been confirmed in writing by Pumptrack Store, or as soon as Pumptrack Store, with the consent of the other party, has commenced performance.
3. Supplements or amendments to the General Conditions or otherwise changes or additions to the agreement will only become binding after written confirmation by Pumptrack Store.

ARTICLE 4: OFFERS

1. All offers, quotations, price lists, delivery times etc. of Pumptrack Store are without obligation unless they contain a deadline for acceptance. If a quotation or offer contains an offer without obligation and this offer is accepted by the other party, Pumptrack Store has the right to revoke the offer within 2 working days after receipt of the acceptance.
2. The prices charged by Pumptrack Store and the prices mentioned in offers, quotations, price lists, etc. are inclusive of VAT but exclusive of shipping costs, bank charges and/or other costs. All this unless otherwise expressly stated in writing.
3. Offers, quotations, price lists etc. made in foreign currency (not in EURO) are based on recent exchange rate lists, the final price is determined by the applicable exchange rate at the time the agreement is made.
- 4 Shown and/or provided samples, brochures, drawings, models, statements of colors, dimensions, weights and other descriptions, are as accurate as possible, but are only indicative. No rights may be derived from these, unless the parties have expressly agreed otherwise in writing.
5. If, between the date of conclusion of the agreement and the execution of the agreement, changes are made by the government and/or trade organizations to wages, conditions of employment, social security, taxes, (import) duties, exchange rates and the like, Pumptrack Store is entitled to pass the increases on to the other party. If between the aforementioned dates a new price list is issued by Pumptrack Store and/or suppliers and comes into effect, Pumptrack Store is entitled to charge the prices stated therein to the other party.
6. For the agreement concluded with the consumer, price increases may be passed on or charged 3 months after the conclusion of the agreement. For price increases, within a shorter period than 3 months, the consumer is entitled to dissolve the agreement.

ARTICLE 5: DISTANCE SELLING

1. The provisions of this article apply exclusively to the consumer and if there is a remote purchase within the meaning of Article 46a and 46b of the Civil Code Book 7.
2. If there is a remote purchase in the sense of paragraph 1 of this article, a trial period of 10 working days applies. The trial period means that the other party has the right, within 14 days of receiving the item, to dissolve the agreement with Pumptrack Store. The other party is not obliged to give a reason for the dissolution. During this period, the consumer will handle the product and packaging with care. He will only unpack or use the product to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all accessories supplied and - if reasonably possible - in the original condition and packaging to Pumptrack Store, in accordance with the reasonable and clear instructions provided by the entrepreneur.
3. Dissolution pursuant to the provisions of paragraph 2 of this article is only possible by written notice by the other party to Pumptrack Store.
4. In case of dissolution, the case must be returned to Pumptrack Store at the expense and risk of the other party, in a manner to be determined by Pumptrack Store.
5. In case of dissolution, payments already made by the other party will be refunded by Pumptrack Store as soon as possible after receipt of the returned goods. Shipping costs will not be refunded. Where applicable, Pumptrack Store is entitled to charge the other party for the costs of the return shipment.
6. Pumptrack Store has the right to refuse returned goods, or to refund only part of any payments already received, if and to the extent that Pumptrack Store suspects or can observe that the goods are not in their original packaging and/or that the goods are damaged.
7. Pumptrack Store will notify the other party immediately after receipt of the case of any refusal or partial refund of payments already received.

ARTICLE 6: USE OF THIRD PARTIES

If and to the extent required for the proper performance of the agreement, Pumptrack Store has the right to have certain work or deliveries performed by third parties.

ARTICLE 7: DELIVERY, DELIVERY TERMS

1. Stated periods within which goods must be delivered may never be regarded as deadlines, unless the parties have expressly agreed otherwise in writing. If Pumptrack Store does not or not timely fulfill its obligations under the contract, it must therefore be declared in default in writing.
2. In case of delivery in parts, each delivery or phase is considered a separate transaction and Pumptrack Store may invoice per transaction.

3. The risk regarding the delivered goods passes to the other party at the time of delivery.
4. Shipping or transport of ordered goods will take place in a manner determined by Pumtrack Store, but at the risk and expense of the other party. Pumtrack Store is not liable for damage, of whatever nature and form, related to the shipment or transport, whether or not the goods are damaged. All this, unless the parties have expressly agreed otherwise in writing.
5. If it proves impossible to deliver the goods to the other party, due to a cause attributable to the other party, Pumtrack Store reserves the right to store the ordered goods at the expense and risk of the other party. Pumtrack Store will notify the other party in writing of the storage performed and will also set a reasonable deadline by which the other party must enable Pumtrack Store to deliver the goods.
6. If the other party remains in default of fulfilling its obligations even after expiry of the reasonable period set by Pumtrack Store, as stipulated in the previous paragraph of this article, the other party will be in default by the mere lapse of 1 (one) month, calculated from the date of storage, and Pumtrack Store will have the right to dissolve the agreement in writing in whole or in part, with immediate effect, without prior or further notice of default, without judicial intervention and without being liable for compensation for damages, costs and interest.
7. The above shall not affect the obligation of the other party to pay the agreed and/or stipulated and/or owed price, as well as any storage and/or other costs.
8. Pumtrack Store is authorized - with respect to the fulfillment of financial obligations of the other party - to require advance payment or security from the other party before proceeding with delivery or starting the work to be performed.

ARTICLE 8: DELIVERY PROGRESS

1. Pumtrack Store may not be required to commence delivery of goods until all necessary information is in its possession and it has received any agreed advance or instalment payment. If delays arise as a result, the specified delivery times will be adjusted proportionately.
2. When deliveries cannot be made normally or without interruption due to causes beyond the control of Pumtrack Store, Pumtrack Store is entitled to charge the other party for the resulting costs.
3. All expenses incurred in the performance of the contract by Pumtrack Store at the request of the other party will be borne by the latter, unless otherwise agreed in writing.

ARTICLE 9: COMPLAINTS AND RETURNS

1. The other party is obliged to check the goods immediately upon receipt. If the other party observes any visible defects, errors, imperfections and/or faults, this must be noted on the waybill or accompanying note and immediately brought to the attention of Pumtrack Store, or

the other party must notify BMX World within 24 hours of receiving the goods, followed by immediate written confirmation of this to Pumptrack Store.

2. Other complaints must be reported to Pumptrack Store by registered letter within 8 days of receipt of the goods.
3. If the above-mentioned complaints are not reported to Pumptrack Store within the periods specified therein, the goods are deemed to have been received in good condition.
4. Goods ordered will be delivered in the wholesale packaging in stock at Pumptrack Store. Minor deviations in terms of sizes, weights, numbers, colors, etc. do not constitute a shortcoming on the part of Pumptrack Store.
5. With respect to imperfections in natural products, no claims can be made if these imperfections relate to the nature and properties of the raw material(s) from which the product is manufactured. This is at the discretion of Pumptrack Store.
6. Complaints do not suspend the payment obligation of the other party.
7. Pumptrack Store must be given the opportunity to investigate the complaint. If for the investigation of the complaint return shipment is necessary, this will be at the risk and expense of Pumptrack Store only if the latter has given its express prior written consent.
8. In all cases, goods will be returned in a manner determined by Pumptrack Store and in the original packaging. Return shipment will be at the expense and risk of the other party, unless Pumptrack Store declares the complaint well-founded.
9. If, after delivery, the goods have changed in nature and/or composition, have been fully or partially processed or treated, damaged or repacked, any right to complain will lapse.
10. In the event of justified complaints, damages will be settled pursuant to the provisions of Article 9.

ARTICLE 10: LIABILITY AND GUARANTEE

1. Pumptrack Store performs its duties as may be expected of a company in its industry, but accepts no liability for damages, including death and personal injury, consequential loss, trading loss, loss of profits and / or stagnation damage, resulting from acts or omissions of Pumptrack Store, its employees or its third parties, except to the extent that there is intentional and / or deliberate recklessness of himself, his management and / or his managerial staff.
2. Notwithstanding the provisions of the other paragraphs of this Article, the liability of Pumptrack Store - for whatever reason - is limited to the amount of the net price of the goods delivered or work performed.
3. Without prejudice to the provisions of the previous paragraphs of this Article, Pumptrack Store is never liable for damages exceeding the insured amount, to the extent that the damage is covered by insurance taken out by Pumptrack Store.

4. Pumptrack Store guarantees the usual normal quality and reliability of the delivered goods; the actual life of the goods can never be guaranteed.

5. If goods delivered by Pumptrack Store are provided with a warranty by the manufacturer, that warranty will apply equally between the parties.

6. With respect to the agreement with the consumer, Pumptrack Store will observe the legally established warranty periods.

7. The other party loses its rights to Pumptrack Store, is liable for all damages and indemnifies Pumptrack Store against any third-party claim for compensation if and to the extent that:

the aforementioned damage was caused by inexpert use and/or use contrary to instructions and/or advice of Pumptrack Store and/or inexpert storage of the delivered goods by the other party;

the aforementioned damage was caused by errors, incompleteness or inaccuracies in data, materials, information carriers, etc. provided and/or prescribed to Pumptrack Store by or on behalf of the other party;

ARTICLE 11: PAYMENT

1. Payment must be made in advance by means of a valid credit card or bank transfer in accordance with the method indicated on the website. When making your order, the current payment options are listed under payment method.

2. Payment by other means is permitted only if expressly agreed in writing or if indicated on the Pumptrack Store website. If, where appropriate, an invoice is not paid in full 14 days after issuance:

The other party will owe Pumptrack Store default interest in the amount of 2% per month cumulatively calculated on the principal amount. Parts of a month are considered full months;

the other party, after being summoned to do so by Pumptrack Store, will owe extrajudicial costs of at least 15% of the sum of the principal and the default interest, with an absolute minimum of €150.00.

3. At the discretion of Pumptrack Store, in the foregoing or similar circumstances, without further notice of default or judicial intervention, the agreement may be dissolved in whole or in part, whether or not combined with a claim for damages.

4. If the other party has not timely fulfilled its payment obligations, Pumptrack Store is authorized to suspend fulfillment of the obligations assumed towards the other party for delivery or performance of work, until payment has been made or proper security has been provided. The same applies even before the moment of default if Pumptrack Store has reasonable grounds to doubt the creditworthiness of the other party.

5. Payments made by the other party always serve to settle all interest and costs due and subsequently to settle the longest outstanding payable invoices, unless the other party explicitly states in writing that the payment relates to a later invoice.

ARTICLE 12: RETENTION OF TITLE

1. Pumptrack Store retains ownership of goods delivered and to be delivered until such time as the other party has fulfilled its related payment obligations to Pumptrack Store. These payment obligations consist of payment of the purchase price, plus claims for work performed in connection with the delivery, and claims for possible compensation for failure to fulfill obligations on the part of the other party.
2. In the event that Pumptrack Store invokes retention of title, the contract concluded in this regard will be considered dissolved, without prejudice to Pumptrack Store's right to claim compensation for damages, lost profits and interest.
3. The other party is obliged to immediately notify Pumptrack Store in writing of the fact that third parties are asserting rights to goods subject to retention of title under this Article.

ARTICLE 13: BANKRUPTCY, DISQUALIFICATION, ETC.

Without prejudice to the provisions of the other articles, Pumptrack Store may dissolve the contract concluded without judicial intervention and without any notice of default being required, at the time the other party is declared bankrupt, applies for (temporary) suspension of payment, is seized in execution, is placed under guardianship or administration or otherwise loses the power of disposition or legal capacity with respect to its assets or parts thereof, unless the guardian or administrator recognizes the obligations arising from the agreement as estate debt.

ARTICLE 14: FORCE MAJEURE

1. If fulfillment of that which Pumptrack Store under the contract with the other party is not possible and this is due to non-attributable non-performance on the part of Pumptrack Store, and / or on the part of third parties or suppliers engaged in performance of the contract, or in the event that any other serious reason arises on the part of Pumptrack Store, Pumptrack Store is entitled to dissolve the contract concluded between the parties or to suspend fulfillment of its obligations to the other party for a reasonable period to be determined by Pumptrack Store without being liable for any compensation. If the situation referred to above arises when the agreement has been partially performed, the other party is bound to fulfill its obligations to Pumptrack Store until that time.
2. Circumstances in which there will be non-attributable non-performance will include: war, riots, mobilization, domestic and foreign disturbances, government measures, strikes and lockouts by workmen or threat of these and similar circumstances; disruption of the currency relationships existing at the time of entering into the agreement; weather conditions, business interruptions

due to fire, accident or other occurrences and natural phenomena, all this regardless of whether the non-performance or non-timely performance occurs at Pumptrack Store, its suppliers or third parties engaged by it for the performance of the commitment.

ARTICLE 15: DISSOLUTION, CANCELLATION/TERMINATION

1. In the context of these general conditions, cancellation means: the termination of the agreement by either party before the start of the performance of the agreement.
2. Under cancellation, within the framework of these general terms and conditions, is understood: the termination of the agreement by one of the parties after the start of the execution of the agreement.
3. In the event the other party terminates or cancels the agreement, it will owe Pumptrack Store a fee to be determined by Pumptrack Store. The other party is obliged to reimburse Pumptrack Store for all costs, damages and lost profits. Pumptrack Store is entitled to fix the costs, damages and lost profits and - at its discretion and depending on the work already performed or deliveries already made - to charge the other party 20 to 100% of the agreed price.
4. The other party is liable to third parties for the consequences of the cancellation or termination and indemnifies Pumptrack Store in this regard.
5. Amounts already paid by the other party will not be refunded.

ARTICLE 16: APPLICABLE LAW I COMPETENT COURT

1. The agreement concluded between Pumptrack Store and the other party is exclusively governed by Dutch law. Disputes arising from this agreement will also be settled under Dutch law.
2. Notwithstanding the provisions of paragraph 1 of this Article, the property law consequences of a retention of title for goods intended for export, if the legal system of the country or state of destination of the goods is more favorable to Pumptrack Store, will be governed by that law.
3. Any disputes will be settled by the competent Dutch court, although Pumptrack Store is entitled to bring a case before the competent court in the place where Pumptrack Store has its registered office, unless the district court has jurisdiction.
4. For disputes with consumers, within 1 (one) month after Pumptrack Store has notified the consumer that the case will be brought before the court, the consumer may indicate that he chooses settlement of the dispute by the competent court.
5. With respect to disputes arising from the contract concluded with a party outside the Netherlands, Pumptrack Store is entitled to act in accordance with the provisions of paragraph 3 of this article or - at its option - to bring the dispute before the competent court in the country or state where the other party is domiciled.