

# GENERAL TERMS AND CONDITIONS FOR OUR DISTANCE SALES CUSTOMERS

## §1 - Contracting Party, Scope of Application

1. All agreements are concluded in the name and on account of POLO Motorrad und Sportswear GmbH, Polostr. 1, 41363 Jüchen (Registration Court Local Court Mönchengladbach HRB 14843; VAT-Id-No. DE 282070536), represented by its Managing Directors Andrew Thorndike and Manuel Escandell-Reininger.

2. The following General Terms and Conditions, as amended on the order date, exclusively apply to the business relationship between POLO Motorrad und Sportswear GmbH, Polostr. 1, 41363 Jüchen, represented by its Managing Directors Andrew Thorndike and Manuel Escandell-Reininger (hereinafter referred to as „POLO“) and the Customer (hereinafter referred to as „Customer“).

3. The Customer may choose to conclude the purchase agreement in the German or English language.

## §2 - Formation of the Agreement

1. POLO's Internet page offers represent a non-binding invitation to the Customer to place an offer for the purchase of goods. The Customer may select goods from POLO's assortment of goods and place the selected goods in the so-called Shopping Cart by clicking the respective button. The Customer may view and modify the goods in the Shopping Cart at any time prior to placing a binding offer (compare Section 2 No. 2).

2. The Customer places a binding offer for the purchase of the goods placed in the Shopping Cart by clicking the „order with obligation to pay“ button. The Customer declares acceptance of these agreement terms (General Terms and Conditions) and as such the incorporation of these terms into the Customer's offer through the provision and transmission of the Customer's offer. Acknowledgment of receipt of the Customer's order (acknowledgment of receipt of order) does not represent acceptance of the Customer's offer.

3. POLO may accept this offer within a period of five (5) days by sending an order confirmation to the Customer or by delivering the ordered goods to the Customer. Otherwise the offer is deemed rejected.

4. POLO reserves the right to reject orders that exceed customary order quantities.

5. The text of the contract is not saved by POLO and cannot be accessed by the customer. Individual orders can be viewed in the „My POLO“ customer account.

## §3 - Delivery, Goods Availability

1. Within Germany, POLO generally delivers within 48 hours, unless otherwise provided for the respective goods. In the case of „advance payment“, delivery is performed after POLO received payment of the purchase price i.e. invoice amount.

2. POLO promptly notifies the Customer, if the ordered goods are permanently not available. In this case, the Customer's offer to conclude an agreement is not accepted. In this case, an agreement is not entered into between the Customer and POLO. POLO will suggest goods to the Customer that are equivalent to the ordered goods as regards price and quality, if

available. The Customer is, however, not obliged to accept this suggestion.

3. POLO promptly notifies the Customer, if the ordered goods are temporarily not available. The Customer may withdraw from the agreement, if delivery is delayed by more than two (2) weeks. In this case, POLO may also withdraw from the agreement. POLO will repay any amounts paid by the Customer without undue delay.

## §4 - Pricing / Payment Terms, Shipping Costs

1. All prices are quoted in EURO including the statutory value added tax excluding costs for packaging and dispatch. The costs for packaging and shipping (shipping costs) are charged separately.

2. The flat-rate shipping charge to be borne by the customer for the shipping costs depends on the country of delivery and the order value and is displayed to the customer before the order is placed. The amount of the respective flat-rate shipping costs can be viewed by the customer at [www.polo-motorrad.com/de-de/service-info/versandkosten-020205.html](http://www.polo-motorrad.com/de-de/service-info/versandkosten-020205.html). Alternatively, the customer service hotline 02165 8440 400 can provide information on the amount of the flat-rate shipping fee associated with the order. In the case of cash on delivery shipments, the delivery company will charge an additional cash on delivery fee currently totalling EUR 5.60, irrespective of the order value within Germany.

3. The following payment options are available to the customer: invoice, credit card, advance payment, PayPal and instalment purchase (see § 4 clause 4.). In the case of invoice and instalment purchases, POLO carries out a credit check, for which the customer's telephone number and date of birth must be entered. (Various payment methods are only possible from the age of majority). Payment of the purchase price is due upon conclusion of the contract, for invoice customers up to 14 days after receipt of the invoice.

4. In the case of instalment purchases, the first instalment is due one month after receipt of the delivery and is debited from the customer's bank account. Subsequent instalments are due monthly and are collected by POLO on the corresponding calendar days of the following months. The customer will be informed separately about the conditions, mandatory information and the right of cancellation in connection with the instalment purchase.

5. Orders from abroad are only possible by credit card, prepayment or PayPal.

## §5 - Click&Collect

1. POLO offers its customers a special service: Click&Collect. For this purpose, the customer selects his products from the POLO Online-Shop's assortment of goods and chooses delivery to one of the more than 80 POLO stores.

2. The customer receives an e-mail notification, as soon as the selected products arrived at the chosen store. The customer may then inspect and try the selected products in the chosen store within the next six working days.

3. If the customer likes the selected products, the customer may conveniently purchase the selected products in the store. The purchase agree-

ment is concluded in the store. The store's General Ts&Cs apply. The customer may pay for the products using the payment methods available in the store (cash payment, EC card, credit card).

#### **§6 - Warranty, Guarantee**

1. POLO is liable for defects in quality according to the applicable statutory provisions, in particular Sections 434 et seq. German Civil Code [BGB]. 2. An additional guarantee only applies to the goods delivered by POLO, if such guarantee is expressly made for the respective item on the order confirmation.

#### **§7 - Liability**

1. POLO is only liable for intent and gross negligence. POLO is liable according to the statutes in the case of injuries to life, body or health or a violation of material contractual obligations. Material contractual obligations are defined as obligations whose performance is required to achieve the objective of the agreement.

2. In the case of a violation of material contractual obligations, POLO is only liable for foreseeable damages that are typical for such agreements, provided such damages are caused by simple negligence and unless such claims for damages by the Customer are based on injuries to life, body or health.

3. The provisions of the German Product Liability Act remain unaffected.

#### **§8 - Reservation of Title**

POLO reserves the title to all delivered goods until payment has been made in full.

#### **§9 - Data Protection; Storage of the Order Text**

1. POLO stores and collects the Customer's data within the scope of order processing. POLO stores and collects the Customer's data, in particular, in compliance with the provisions of the German Federal Data Protection Act and the German Telemedia Act.

2. Additional information regarding data protection may be accessed at: [www.polo-motorrad.de/cms/ueber-polo/datenschutz](http://www.polo-motorrad.de/cms/ueber-polo/datenschutz).

#### **§10 - Right of Withdrawal, Withdrawal Instructions**

1. The Customer is expressly made aware of the Customer's right of withdrawal. The withdrawal instructions, as well as the sample form may be accessed at: <https://www.polo-motorrad.com/right-of-revocation-0107.html>

2. The Customer will be informed on the conditions, deadlines and the procedure that apply to the exercise of the right of withdrawal within the scope of a separate instruction.

3. The right of withdrawal cannot be exercised for contracts concerning the delivery of goods that have not been pre-fabricated and when the production of the goods is dependent on an individual selection or instruction from the customer or for goods that have unambiguously been tailored to meet the customer's specific needs. The right of withdrawal cannot be exercised as well for contracts concerning the delivery of audio or video recordings or computer software in sealed packaging if the seal has been removed after delivery.

4. When exercising the right of withdrawal, the customer generally has to bear the direct costs of returning the goods. The customer has the following options for returning the goods:

#### **§11 - Return of goods at reduced shipping costs**

POLO offers the customer reduced shipping costs for parcels up to a maximum weight of 25kg and a maximum parcel dimension of 300cm (girth\*) at a flat rate of EUR 3.99 for POLO Club members and EUR 5.99 for customers who are not members of the POLO Club. In order to take advantage of this benefit, a returns label available in the POLO returns portal <https://www.polo-motorrad.com/de-de/retoure-020509.html> is required.

The customer will not be charged any shipping costs if the return shipment is handed in at the parcel shop of the shipping service provider. The aforementioned costs will subsequently be deducted from the amount to be refunded when POLO refunds the purchase price to the customer.

\* The girth is calculated as follows: Longest side of the parcel + 2 x width + 2 x height.

1. Return of goods free of charge in the store

POLO also offers the customer the option of returning goods (with the exception of shipping items) free of charge to any POLO store in Germany. You can help us with the processing if you have the order number ready. The refund will be made via the original payment method.

2. Return by a shipping service provider selected by the customer.

The customer is also free to commission a shipping company of his choice for the return shipment. In this case, the direct shipping costs shall be borne by the customer.

3. Return of forwarding items

We will be happy to help you organise the return of forwarding items. Please contact POLO customer service if you would like to take advantage of this offer. The cost of the return shipment is € 79.

You are also free to choose your own transport company to handle the return shipment. A free return in the POLO store is not possible for forwarding items.

#### **§12 - Miscellaneous**

1. If the Customer purchases accessories, wear and tear parts, alteration & styling items or other items that are individually manufactured for the respective vehicle, prior to using or installing such items the Customer is obliged to ascertain that the manner of use is in compliance with the requirements and releases and any restrictions of the vehicle's manufacturer's operating manual. In addition, the Customer may only use such items that were manufactured and released for use and application with the Customer's specific vehicle. Installation and use of a product that was not manufactured for this vehicle type and whose application the operating instructions do not permit, may result in damages to the vehicle or injuries to life or health. POLO is not liable for such damages or injuries; otherwise, we refer to Section 6.

2. Characteristics of items such as quality labels (TÜV/GS-tested for safety or similar) or references to the compliance of items with statutory provisions (German Road Traffic Regulations or similar) only

refer to German law and its scope of application. Customers wishing to use goods in a country other than Germany are obliged to review the relevant legal situation prior to using or installing the goods.

### 3. Notes on disposal of batteries and battery deposit

Struck through dustbin has the following meaning: Batteries may not be disposed of with household waste. If under this symbol one of the following chemical signs is depicted: Pb - Battery contains lead, Cd - Battery contains cadmium, Hg - Battery contains mercury, this means, in general, that the battery contains this metal and that the statutory threshold is exceeded.

Batteries may not be disposed of with household waste. Batteries may contain pollutants that could cause harm to the environment or health. As our valued Customer, please return batteries after use to POLO or deliver batteries to communal collection areas or specialised dealers. The return of batteries is free of charge and required by law. All batteries will be reused. This procedure ensures recycling of precious raw materials and the protection of the environment and health. Consumers are obliged to return starter batteries to the seller of the battery or a communal collection area.

POLO, as well as all other distributors of starter batteries, are obliged by law, Section 10 German Batteries Act [BattG], to collect a deposit of EUR 7.50 from each consumer, who purchases a starter battery. Payment of the deposit is shown on the invoice. For this reason, POLO's prices for batteries are plus deposit, if applicable. Battery Deposit Return / Reimbursement

The German dangerous goods regulation [Gefahrentgutverordnung] does not permit return of waste batteries by mail or carrier. For this reason, the following return options are available to the consumer: Waste batteries may be returned to any POLO Store or to any communal collection area. After the return of the waste battery, the Customer sends the return receipt per fax (02165/8440450), as scanned document per e-mail (info@polo-motorrad.com) or via mail to the POLO European Headquarters, address POLO Motorrad und Sportswear GmbH, Polostr. 1, 41363 Jüchen. POLO will then reimburse the battery deposit.

### 4. Notes on the Return of Waste Oils according to Section 8 German Waste Oils Regulation

POLO is obliged to accept waste oils (combustion engine and gear oils) free of charge according to the German Waste Oils Regulation. The Customer may return the same quantity of waste oils to POLO as the Customer purchased from POLO. All POLO Stores accept the return of waste oils. Customers may return waste oils during customary business hours at any time according to the quantities purchased from POLO. Alternatively, Customers may also send waste oils to our collection sites or our central warehouse, Polostr. 1, 41363 Jüchen. Shipping costs are borne by the Customer. Please note that special transport requirements may apply to the shipment of waste oils. Please note that special transport requirements may apply to the shipment of waste oils. Please note that POLO maintains service agreements with numerous specialised service shops all over Germany that perform professional oil change services on-site. Customers may obtain the addresses of these specialised service shops at our POLO Stores or by calling +49(0)2165/8440-300 or may access the addresses at [www.polo-motorrad.de](http://www.polo-motorrad.de).

## §13 - Final Provisions

Subject to mandatory provisions of International Private Law, all agreements between POLO and the Customer are governed by the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## §14 - Online Dispute Resolution (ODR)

1. Dispute Resolution Procedures (Germany) We are not willing and we are not obliged to participate in a dispute resolution procedure before a consumer arbitration body.

2. Dispute Resolution Procedures (EU) „Online Dispute Resolution information“: The EU Commission created an Internet platform for Online Dispute Resolution (so-called „ODR Platform“). The ODR platform offers consumers and traders a single point of entry for the out-of-court resolution of online disputes regarding contractual obligations that arise from online purchase agreements. Customers may access the ODR platform using the following link: [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

Please note: POLO is neither obliged nor willing to participate in voluntary dispute resolution proceedings before a consumer arbitration board.