

Terms and Conditions

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**Singlespeedshop,
Owner Kent Prella**

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Germany

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§ 1 Subject of the general Terms and Conditions

These general Terms and Conditions are intended to regulate the contractual terms and conditions of all Agreements which Singlespeedshop (the "Supplier"), owned by Kent Prella, concludes with customers of the Online Shop ("Customers") through the Online Shop platform. The following general Terms and Conditions apply in the version applicable when the contract was entered into.

§ 2 Offer and entry into a contract

The language of the Agreement is English. The presentation of products in the Online Shop does not in any way constitute a legally binding offer, but rather a non-binding online catalogue. Once you have entered your personal details and by clicking on the "Order with an obligation to pay" button during the final stage of the order process, you are making a binding offer to purchase the goods in the shopping basket. Before finally submitting the order you are

given the opportunity to check for any errors in the order and to correct / amend these using the correction functions available. You will receive confirmation of receipt immediately after submitting your order. The automatic confirmation of receipt only records the fact that we have received the order and does not in any way constitute acceptance of the order. We are entitled to take up to 3 days from receipt to accept your order by sending you a written order confirmation or other text-form acceptance (e.g. email), which will confirm that the order is being processed or that the goods are being dispatched, or by sending you the goods. Where such deadline expires with no such confirmation, the offer is deemed to have been rejected so no contract for purchase arises.

§ 3 Storage of the text of the contract

The text of the contract is saved. You are able to view the general Terms and Conditions (Ts&Cs) at any time by visiting www.singlespeedshop.com and to save these on your computer. Specific order details will be sent to you by email and can be viewed by registering at our Log-in page.

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§ 4 Cancellation Policy for Consumers

A consumer is any natural person who enters into a legal transaction for a purpose that is not associated either with his/her commercial or freelance professional activity.

Right of withdrawal

You are entitled to withdraw this contract within 30 days without specifying any reasons.

The withdrawal period shall be 30 days from the day on which you or a third party nominated by you who is not the carrier took possession of the goods. To exercise your right of withdrawal, you must inform us,

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by means of a clear statement (e.g. a letter sent by post, fax or email) regarding your decision to cancel this contract. You may use the Sample Withdrawal Form attached but this is not mandatory. In order to adhere to the cancellation period, it is sufficient that, before the expiry of the cancellation period, you send notice that you are exercising the right of cancellation.

Consequences of withdrawal

If you withdraw from this contract, we must refund you all payments that we have received from you, including delivery costs (with the exception of the additional costs arising from the fact that you chose a type of delivery other than the most reasonably priced standard delivery offered by us), immediately and no later than within fourteen days of the date on which we received the notice of cancellation of this Agreement. For this repayment, we shall use the same payment method that you used for the original transaction, unless we have expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. We may refuse to refund the payment until we have received the returned goods or until you have submitted proof that you have sent the goods back, whichever event occurs first.

You must send back or hand over the goods to us immediately and no later than fourteen days from the date on which you notify us of the cancellation of this contract. This deadline is met if you send the goods before the expiry of the fourteen-day period.

You bear the immediate costs of returning the goods.

You are only required to pay for any loss of the goods' value if this loss of value is attributable to a handling of the goods in a manner other than that necessary to check the quality and features of the goods and how they operate.

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§ 5 Delivery of the goods

The goods are delivered by being sent from the warehouse to the delivery address provided by the Customer. Delivery lead times can be found in the respective product descriptions. Delivery occurs subject to the packaging and shipping charges quoted during the order process. These can be viewed in the customer information section. If the goods or services are not available through no fault of our own, you will be promptly notified and refunded any payments which you may have already made.

§ 6 Payment, offsetting and right of retention

Payment shall be made in advance by bank transfer, via PayPal or cash on delivery. Payments made cash on delivery incur EUR 6.00 shipping costs + EUR 3.00 cash on delivery charge. Payment via cash on delivery is only possible within Germany. Unless otherwise agreed, the purchase price falls due at the time the contract is made. The Customer shall automatically be considered in default if payment is not received 30 days after receiving the invoice. For recurring services, the Customer shall be in default if he/she misses a payment date even where no reminder has been received. In the event of default, interest will be charged at the statutory rate.

The Customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

§7 Reservation of title

The delivered goods remain the property of the Supplier until payment of the purchase price is made in full.

§ 8 Warranty

The warranty is based upon the statutory provisions.

§ 9 Place of jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship, including cancellation, shall be Burgwedel, Germany, if the Customer is a merchant entered in the commercial register as a merchant, a legal entity under public law, or a fund under public law. The law of the Federal Republic of Germany shall apply exclusively. Excluded from this choice of law are the mandatory consumer protection provisions of the country in which the customer has his habitual residence. The application of United Nations Convention on Contracts for the International Sale of Goods is excluded.

§ 10 Deviating terms and conditions of the Customer

In the event that the Customer uses his/her own general Terms and Conditions and these deviate in content from the Supplier's general Terms and Conditions, then the Supplier's conditions shall apply exclusively.

Last amended: September 2020