

Terms & Conditions

(Translation from Dutch - DUTCH VERSION IS LEADING)

Art. 1 - Definitions

In these terms and conditions shall apply:

Grace period: The period during which the consumer can exercise his right of withdrawal;

Consumer: the natural person not acting in the exercise of professional or business and a distance contract with the entrepreneur;

Day: calendar;

Right of withdrawal: the ability for the consumer to waive the distance contract within the cooling-off;

Entrepreneur: the natural or legal products and / or remote services and consumer services;

Distance contract means an agreement made "in the framework of a system organized by the Entrepreneur for distance sale of products and / or services until the conclusion of the agreement exclusive use of one or more means of distance communication;

Art. 2 - Identity of the entrepreneur

9th Wave Cycling

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The Netherlands

Chamber of Commerce number: 63396378

VAT number: 855217765B01

Art. 3 - Applicability

1 These general conditions apply to every offer of the entrepreneur and any agreement reached at a distance between businesses and consumers.

2 Before the distance contract is concluded, the text of these general conditions made available to the consumer. If this is not reasonably possible, before the distance contract is concluded, indicated that the general conditions for the entrepreneur to see and they will be sent. As soon as possible free of charge on request of the consumer

3 If the distance contract is concluded electronically, notwithstanding the preceding paragraph and before the distance contract is concluded, the text of these general conditions are set in such a way that the consumer has to electronically consumers can be stored on a durable medium. in a simple way If this is not reasonably possible, before the distance contract is concluded, indicated where the general conditions can be taken and that electronically or otherwise will be sent free of charge. Request of the consumer electronically

4 In the event that in addition to these terms and conditions specific product or service conditions apply, the second and third paragraphs shall apply and the consumer in case of conflicting terms always rely on the applicable provision for him This is the most favorable.

Art. 4 - The offer

1 If an offer is of limited duration or subject to conditions, this will be explicitly stated in the offer.

2 The offer contains a complete and accurate description of the products offered. The description is sufficiently detailed to allow. Proper assessment of the offer by the consumer If the contractor uses these images are a true representation of the products offered. Obvious mistakes or errors in the offer does not bind the entrepreneur.

3 The contractor is not liable for the consumer wrongly ordered sizes or applications. Indicated on the site size and fit tables are purely indicative and no rights can be derived.

4 Each offer contains such information that is clear to the consumer what rights and obligations which are attached. To the acceptance of the offer This concerns in particular

- 4.1. the price including taxes;
- 4.2. any costs of delivery;
- 4.3. the manner in which the agreement will be achieved and what actions are required;
- 4.4. whether to apply the right of withdrawal;
- 4.5. the method of payment, delivery or performance of the contract;
- 4.6. The deadline for accepting the offer, or the deadline for doing maintenance of price;
- 4.7. whether the agreement after the adoption is filed, and how to consult these consumers if so;
- 4.8. the way the consumer before the conclusion of the contract, the information provided by him under the agreement can check and repair if required;

Art. 5 - The contract

1 The agreement is subject to the provisions of Article 4, concluded at the time of the consumer accepts the offer and meet the corresponding conditions.

2 If the consumer has accepted the offer electronically, the trader will immediately confirm electronic receipt of acceptance of the offer. Until receipt of this acceptance has not been confirmed, the consumer may rescind the contract.

3 If the agreement is created electronically, the trader will take appropriate technical and organizational measures to protect the electronic transmission of data and ensure a secure web environment. If the consumer can pay electronically, the trader will take appropriate safety precautions.

4. entrepreneur will the product or service to the consumer the following information in writing or in such a way that it can be stored on a durable medium, enclose the consumer in an accessible manner:

- 4.1. the address of the establishment of the business where the consumer can lodge complaints;
- 4.2. the conditions and the manner in which the consumer of the right of withdrawal may be exercised, or a clear statement regarding the exclusion of the right of withdrawal;
- 4.3. information on existing after sales service and guarantees;
- 4.4. recognized in Article 4 paragraph 4 of these conditions, unless the trader has provided before concluding the contract this information to the consumer;

Art. 6 - Right of withdrawal upon delivery of products

1 When purchasing products, the consumer can cancel the contract without giving any reason within 14 days. This period commences on the date of invoice.

2 During the period the consumer will treat the product and packaging. He will only unpack the product to the extent of use to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will be the product with all accessories and - returned in the original condition and packaging to the Entrepreneur in accordance with the reasonable and clear instructions provided by the entrepreneur - if reasonably possible.

Art. 7 - Costs in case of withdrawal

1 If the consumer exercises his right of withdrawal, will not exceed the cost of returning the goods.

2 If a consumer exercises his right of withdrawal does not return the entire order, get both the shipping cost (if any) as the cost of returning the goods

3 If the consumer has paid an amount, the entrepreneur this amount as soon as possible but no later than 30 days after the return or cancellation, refund.

Art. 8 - Exclusion of right of withdrawal

1 If it is not about a right of withdrawal, the consumer, may be excluded entrepreneur submitted clearly in the offer, at least in time for the conclusion of the agreement, indicated by the entrepreneur. Only

Art. 9 - The price

1 During the period mentioned in the offer prices of the products and / or services have not increased, except for price changes resulting from changes in tax rates.

2 If a wrong price that is listed on the site of the entrepreneur and this is communicated in writing by entrepreneur to the consumer, the consumer has the right to cancel the order or to carry out the order. At the right price

3 Price increases within 3 months after the conclusion of the contract are only allowed if they are the result of legislation or regulations.

4 The prices in the range of products include VAT.

Art. 10 - Warranty

1 The trader guarantees that the products delivered meet the contract specifications stated in the offer, the reasonable requirements of reliability and / or usefulness and the date of the conclusion of the agreement existing legal provisions and / or government regulations.

2 The guarantee may be invoked by the first owner of the product only.

3 The warranty is not transferable.

4 The guarantee provided by operator under these conditions does not affect the ability to speak on the basis of the ordinary, legal provisions of the Civil Code. Operator to

Art. 11 - Warranty period

1 Products are guaranteed by construction and / or material defects for 2 years.

Art. 12 - Warranty Scope

1 During the warranty period, all parts which have been established by entrepreneur that there is a material and / or construction fault, will be repaired or replaced. Choice of carrier

2 Cost of transportation to and from entrepreneur will be borne by the consumer.

3 If a particular component is eligible for warranty and the original is no longer available, the business provides an equivalent alternative.

Art. 13 - Submitting warranty claim

Claims under this warranty must be offered to the entrepreneur for inspection.

Art. 14 - Liability Guarantee

1. Warranty claims honored by entrepreneur do not mean that the entrepreneur is also liable for any damage suffered. The liability of the entrepreneur never extends further than is described in these terms. Any liability of the entrepreneur regarding consequential damage is expressly excluded.

Art. 15 - Exclusions Warranty

1. parts that are subject to wear, such as bodies and derailleur pulleys are not guaranteed, except in the case of construction and / or material defects.

2 In the following cases void warranty:

2.1. Incorrect and / or improper use of the product and use not in accordance with the destination;

2.2. The product is not maintained in accordance with the instructions specified by manufacturer (Hubs and bodies should be greased with approved 9th Wave grease (available from 9th Wave));

2.3. Technical repairs are not performed properly;

2.4. Afterward mounted components do not match the technical specification of the product or are mounted incorrectly.

2.5. Removal of the serial number in the rim.

3 Specific product conditions and exclusions:

3.1. Wheel Sets: excluded from the warranty are wheel bearings and spoke breakage, unless caused by construction and / or material defects.

Art. 16 - Delivery and implementation

1. It will take the greatest possible care when receiving and implementing orders for products.

2 The place of delivery is the address that the consumer has made to the company. Known

3 Subject to what is stated in Article 4 of these terms and conditions, the trader will accepted orders expeditiously but not later than 30 days unless a longer delivery period was agreed. If delivery is delayed, or if an order can not be carried out only partially, the consumer will be informed within 14 days month after placing the order. The consumer in this case the right to terminate the contract without cost.

4 In case of dissolution in accordance with the previous paragraph, the trader will refund the consumer as soon as possible, payable within 14 days after the dissolution.

5. The risk of damage and / or loss of products rests upon the trader up to the moment of delivery to the consumer, unless explicitly agreed otherwise.

6 Delivery to PO box numbers, numbers and answer NAPO addresses (military addresses} is excluded.

Art. 17 - Payment

1 Payment must be made upon delivery. At the request of the consumer or business owner can also pre-payment made â€ˆvia iDEAL or bank.

2 The consumer has the duty to report. Inaccuracies in data supplied or specified payment immediately to the trader

3 In the event of default by the consumer, the operator subject to statutory limitations, the right to the consumer to spend. Advance reasonable expenses will be made â€ˆknown

Art. 18 - Complaints

1 The entrepreneur has a well-publicized complaints and deals with complaints under this procedure.

2 Complaints about the implementation of the agreement should take place promptly, fully and clearly described to be submitted to the entrepreneur, after the consumer has discovered the defects.

Complaints submitted to the trader will be counted 3 answers from the date of receipt. Within 14 days If a complaint is a foreseeable longer processing time, within the period of 14 days responded with an acknowledgment of the receipt and indicating when the consumer can expect. A more detailed answer

Art. 19 - Disputes

1. Agreements between the entrepreneur and the consumer of these terms refer only to Dutch law.

2 All disputes between parties will be submitted to the competent court in the Netherlands.

Art. 20 - Force Majeure

1 Without prejudice to its other rights, the company in the case of force majeure the right, at its option, to suspend the execution of your order or the agreement without judicial intervention, by

informing you in writing share and without the employer is obliged to pay any compensation, unless this would be unacceptable under the circumstances to standards of reasonableness and fairness

2 Force majeure is defined as any failure can not be allocated because it is not due to a fault of the employer and not under the law, legal act or according to generally accepted practice.

Art. 21- Disclaimer

1 While in compiling this website, the utmost care, it can not vouch for the accuracy or completeness of the information. The entrepreneur is not liable for the consequences of actions taken on the basis of this website.