

TERMS OF SALES - GERMANY

This is a legally binding agreement (the "Agreement") between ZOOMO GERMANY GMBH (HRB 783881) of Ganghoferstraße 31, 80339 München ("Zoomo", "we", "us", "our") and the person purchasing an electric bicycle ("**E-Bike**") from us (referred to in this Agreement as the "Purchaser", "you", and "your").

1. Scope
 - 1.1. The following Agreement applies to all outright purchases of E-Bikes, including those purchased in-store and online. The purchase of your E-Bike will be governed by the terms and conditions set out herein. We reserve the right to make changes and additions to these terms without providing notice to you.
2. Online orders
 - 2.1. We strive to make the product information provided in our website as accurate as possible, including any identifying characteristics of the products and their price, however we do not warrant that this information is always accurate. We expressly reserve the right to make any reasonable changes to our online offerings. Any representations made on our website do not constitute a legally binding offer and instead represent an invitation for you to make an offer.
 - 2.2. Orders made via our German website (located at www.ridezoomo.com/de) can only be shipped to an address within Germany.
 - 2.3. If you make a purchase of a product that is no longer available, we will inform you of this as soon as possible.
 - 2.4. While we strive to deliver our E-Bikes on time, delivery dates and times provided at the time of purchase are estimates only, and are not binding on Zoomo. We will aim to provide regular updates regarding any delivery delays.
 - 2.5. You will be notified of shipping costs before you purchase the E-Bike and you are responsible for paying these costs at the time of purchase. There are various factors that are calculated into our shipping costs, including the number of goods, size, weight and the delivery location. For more information on shipping costs, visit our website.
3. Payment terms
 - 3.1. The prices stated on our website or in store include the cost of the E-Bike as well as statutory VAT. It does not include the cost of shipping, if applicable.
 - 3.2. Acceptable methods of payment will be communicated to you at the time of purchase. The payment methods offered to you are at our complete discretion and may be changed at any time prior to purchase. For any credit or debit card payments made via our online store, we will debit your card upon completion of the order.
 - 3.3. You must pay all sums that you owe to Zoomo under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.
4. Returns and warranty
 - 4.1. Generally, you have 14 days to decide to make a return and seek a refund. Any returns or refunds will at all times be governed by the Zoomo Returns and Warranty Policy - Germany located at www.ridezoomo.com/policies/terms.
5. Legal title and risk
 - 5.1. Zoomo or its related entities at all times retains legal and beneficial ownership of the E-Bike until the outstanding balance on the purchase is paid. Once this occurs, legal title and the risk in the E-Bike passes to you. Before the transfer of ownership, pledging, assignment as security, processing or transformation is not permitted without our express consent.

6. Intellectual property and third party links
 - 6.1. All texts, images and information displayed on our website are the intellectual property of us or our licensors. You may not use any of our intellectual property without our explicit consent.
 - 6.2. Our websites and applications may include links to third-party websites, plug-ins, and applications. We also may display or implement third-party content in our website or applications (e.g. data, information, applications and other products or services), yet we are not responsible for the material contained within these third-party links.
7. Data privacy
 - 7.1. Your interactions with us, and use of our website and applications, are at all times governed by the Zoomo Privacy Policy. For more information, visit our Privacy Policy located at www.ridezoomo.com/policies/privacy.