

## **General Business Terms „RX Service ConnectRide“**

### **§ 1 Scope of application, amendment of GTC**

1.1 All deliveries and services to our customers (“Customer” or “you”) are subject exclusively to the General Business Terms and Conditions (“GTC”) set out below.

1.2 Your contract is with Riese & Müller GmbH, Am Alten Graben 2, D-64367 Mühlthal, registered in the commercial register at the Local Court of Darmstadt, registration number HRB 6715 (“Riese & Müller”).

1.3 Riese & Müller reserve the right to amend the GTC, provided that this does not change the contractual relationship to your disadvantage. The GTC further may be amended unless this changes the main obligations under the contractual relationship between Riese & Müller and you. Riese & Müller will give you advance notice of any amendments of the GTC. If you do not object within six weeks after the amendment notice, the amended GTC will be deemed accepted and take effect in relation to you on the date indicated by Riese & Müller, however, at the earliest upon the expiration of the objection period. If you timely object to any amendment, the GTC last agreed with you will continue in force and the amended GTC will not take effect in relation to you. Riese & Müller will specifically advise you of your right of objection and the effects of the expiration of the objection period in the GTC amendment notice.

### **§ 2 Eligibility and requirements for booking and using the RX Service ConnectRide**

2.1 The offer “RX Service ConnectRide” (“**Service**”) is addressed only to Customers who are of legal age and have legal capacity.

2.2 The Service can only be booked for vehicles provided with the option “RX Chip”. These vehicles are fitted with a GPS Chip, which is required to perform the Service. In connection with the Service, Riese & Müller accept no liability for any defects of the RX Chip. Nothing in this shall prejudice, and these GTC shall not act to limit, any warranty claims of the Customer against the vehicle seller (or against Riese & Müller if the vehicle was purchased in the Riese & Müller online shop) arising from the contract of sale for the vehicle fitted with the RX Chip.

2.3 The Service can only be used with an internet and GPS enabled mobile device, which meets the technical minimum standards. These will be indicated when booking the Service.

2.4 To be eligible to use the Service, you also must register once for the My Bike service platform on the website [r-m.de](https://r-m.de) or in the Riese & Müller RX Connect App.

2.5 Using the Service further requires an internet connection with a sufficient data transmission rate and the activation of the RX Chip’s GPS signal. The data connection may incur charges as set out in your chosen mobile communication rate plan.

2.6 Using the Service further requires that the RX Chip battery is sufficiently charged at all times. The battery charge level can be viewed in the RX Connect App. The battery will be charged when the vehicle’s lights are switched on. Riese & Müller accept no liability for limited functionality or lack of functionality due to an insufficiently charged battery.

2.7 Using the services further requires that the operating system of the mobile device and the RX Connect App are at all times kept up to date.

## § 3 Subject matter, non-transferability and ConnectRide Territory

3.1 The Service offers access to the connectivity features of the RX Connect App, which currently has the following main features:

- Tracking the current location of the vehicle;
- Movement alert if the vehicle is unexpectedly moved from its location;
- Compiling driving statistics;
- Displaying the battery level of the RX Chip.

3.2 Riese & Müller reserve the right to change the Service during the term of the contract (section 10.1 of the GTC) for justified reasons. A justified reason exists if the change introduces new services or service elements (in particular to improve or continue to develop the RX Connect App or to add new features), if the Service has to be adjusted to a new technical environment or to increased user numbers, or if the change is required for operational reasons. Riese & Müller will inform you about any changes. You can also view the currently available features at all times at [www.r-m.de/online-shop/connectride](http://www.r-m.de/online-shop/connectride).

3.3 The services included in the Service are not transferable to third parties, second owners or subsequent owners.

3.4 At the time of drafting of these GTC (February 2022), the RX Chip services and the associated features are available in the following countries: Germany, Belgium, France, Liechtenstein, Luxemburg, Monaco, Netherlands, Austria, Switzerland and Spain ("**ConnectRide Territory**"). Riese & Müller intend to gradually extend the ConnectRide Territory by adding further countries. Section 3.2 of the GTC applies to extensions of the ConnectRide Territory. The current ConnectRide Territory from time to time can be viewed at [www.r-m.de/online-shop/connectride](http://www.r-m.de/online-shop/connectride). Outside the ConnectRide Territory, the features included in the Service are not available.

## § 4 Conclusion of contract

4.1 Riese & Müller's offer is binding. By placing your order, you accept Riese & Müller's offer to conclude a contract. The contract comes into effect upon you submitting your order to Riese & Müller. You will receive an email confirming that your order has been received and that the contract has been concluded, together with the full text of the contract as an attachment. You may print the GTC before sending your order to Riese & Müller.

4.2 Once you have found your preferred product, you can view it more closely without any commitment by clicking on the product name or product image or the button "SELECT". Clicking the button "BOOK SERVICE" will initiate the order process. After entering the details required to book the preferred product, you can view all your order data again in the final step "3", verify them and change them under "EDIT". You can correct any errors in your entered data by navigating back in your browser or to the displayed numbers "1, 2, 3", or by using the "PENCIL" icon to change the entries. To book the product and complete the order, click on the button "ORDER WITH PAYMENT" on page "3". This will send your order to Riese & Müller.

## § 5 Storage and accessibility of contract text

Riese & Müller will store the order, the entered order data and the full text of your contract. The text of the contract is accessible to you.

**§ 6 Instructions on withdrawal**

The right of withdrawal described below applies only to persons who enter into the contract for a purpose not predominantly relating to their trade or profession as a self-employed person (“**Consumers**”).

**Instructions on withdrawal****Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Riese & Müller GmbH, Customer Care “RX Services”, Am Alten Graben 2, D-64367 Mühlthal, phone: +49 6151 36686-0, email: rx-services@r-m.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the model withdrawal form in § 7, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we received your communication exercising your right to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested for the services to begin during the withdrawal period, you shall pay us a reasonable amount which is in proportion to the services that have been provided until you have communicated your withdrawal from this contract to us, in relation to the total volume of the services covered by the contract.

**End of withdrawal instructions**

**§ 7 Model withdrawal form****Model withdrawal form**

(If you wish to withdraw from the contract, please fill in and return this form.)

To

Riese & Müller GmbH

Customer Care / RX Services

Am Alten Graben 2

D-64367 Mühlthal

Email: rx-services@r-m.de

I/We (\*) hereby give notice that I/we withdraw from my/our contract of sale of the following goods (\*)/for the provision of the following services (\*)

Ordered on (\*)/received on (\*)

Name of Consumer(s)

Address of Consumer(s)

Signature of Consumer(s) (only if this form is notified on paper)

Date

\_\_\_\_\_

(\*) Delete as appropriate.

**§ 8 Prices**

All prices indicated are final prices inclusive of statutory taxes.

**§ 9 Payment terms**

9.1 Unless stated otherwise in the booking process, payment for the complete term of the contract (section 10.1 of the GTC) will be in advance by credit card (VISA, Mastercard, Amex) or by SEPA direct debit mandate.

9.2 If payment by credit card is chosen, the card will be charged immediately after the conclusion of the contract. If payment by SEPA direct debit mandate is chosen, Stichting Mollie Payments, Keizersgracht 126, 1015 CW Amsterdam (trust company of Mollie B.V., payment service provider of Riese & Müller) will debit the amount to your bank account by a direct debit entry. The agreed amount will be charged to the bank account within one to two days but at the latest within five business days after the conclusion of the contract. The pre-notification period is reduced to one day.

**§ 10 Term of contract, termination**

10.1 The contract with Riese & Müller regarding the Service is concluded for the fixed term agreed at the conclusion of the contract and ends upon the expiration of that term without notice of termination required.

10.2 Nothing in this shall prejudice the right of the Customer and Riese & Müller to terminate the contract for cause. Without prejudice to other material grounds for termination, Riese & Müller will have cause to terminate the contract if you materially breach any essential obligations under the contract, in particular are late with payment, or if the screening of sanctions lists, which Riese & Müller are required to perform by law, produces a positive result.

## **§ 11 Connectivity & over the air updates**

11.1 For the service "connectivity & over the air updates", the SIM card in the RX Chip will be activated. Activating the SIM card allows the transmission of data to update the system software (firmware) embedded in the RX Chip through an over the air interface. Updates may be necessary to improve the Service, for optimisations (for example of over the air signal analyses) or due to technical or regulatory requirements. You will be informed about functional updates that are required to ensure that the Service remains in conformity with the contract. Non-functional updates are governed by section 3.2 of the GTC.

11.2 Updates require an RX Chip battery level of over 50% and a good connection quality.

## **§ 12 GPS tracking**

After booking the Service, the RX Chip installed in your vehicle will be activated within 24 hours after the conclusion of the contract. Once the RX Chip has been activated you will be able to use the RX Chip services and associated features, as described in section 3.1 of the GTC.

## **§ 13 Availability and accuracy**

Riese & Müller have no control over, and therefore cannot guarantee, that the signal provided by the GPS satellite system is constantly available in all regions, at all times and in a constant quality, that the radio network is available or that the transmitted signals or the determined location data are accurate.

## **§ 14 Liability and statutory warranty rights**

14.1 Riese & Müller accept unlimited liability for intent and gross negligence. This includes the Riese & Müller representatives, employees and vicarious agents.

14.2 For any breach by ordinary negligence by Riese & Müller or Riese & Müller representatives, employees or vicarious agents of an obligation whose fulfilment is essential for the due and proper performance of the contract, or whose breach will put the achievement of the contractual purpose at risk, and on whose fulfilment you could reasonably rely, the liability shall be limited to foreseeable, typical losses and damage. Riese & Müller accept no liability for any breach by ordinary negligence of obligations other than those defined in the previous sentence of this clause.

14.3 The above liability disclaimers and limitations do not apply in the event of any fraudulent concealment of nonconformity or any guarantee as to quality as may have been issued, to claims under statutory product liability law, to breaches of data privacy and to physical injuries (life, body, health). This does not involve any reversal of the burden of proof to your disadvantage.

14.4 For any lack of conformity of the Service you may refer to the statutory warranty rights for digital services, subject to the condition that claims for damages based on nonconformity exist only to the extent that they are not excluded or limited by the above provisions of this § 14.

## **§ 15 Customer service**

Please contact us if you have any questions, issues or complaints. You can reach our customer service from Monday to Friday between 9 a.m. and 5 p.m. by phone at +49 6151 36686-0 or by email to [rx-services@r-m.de](mailto:rx-services@r-m.de).

## **§ 16 Governing law, dispute resolution, severability**

16.1 The governing law is German law. If you are a Consumer and have your habitual residence in a member state of the European Economic Area (EEA) other than Germany, you remain protected in accordance with the applicable provisions of your country of residence, which cannot be derogated from by agreement.

16.2 The European Commission provides a platform for online dispute resolution (ODR) at the following internet address: <http://ec.europa.eu/consumers/odr/>. Riese & Müller are not prepared or obliged to engage in dispute resolution procedures of the consumer arbitration bodies.

16.3 If any provision of these GTC is invalid, nothing in this shall prejudice the validity of the remaining provisions of the contract. To the extent that any provision is invalid, the terms of the contract are determined by the statutory provisions.

Last amended: February 2022

Riese & Müller GmbH, Am Alten Graben 2, D-64367 Mühlthal

Registered in the commercial register at the Local Court of Darmstadt, registration number HRB 6715

VAT ID DE 214 969 314 (§ 27a German VAT Act)