

**GENERAL TERMS AND CONDITIONS OF WARRANTY FOR NEOMOUV & JUICY BIKES PRODUCTS
APPLICABLE TO PROFESSIONAL BUYERS**

These terms and conditions of warranty (hereinafter referred to as the '**General Terms and Conditions of Warranty** ') are an integral part of JUICY BIKES's General Terms and Conditions of Sale (hereinafter referred to as the '**GTCS**'), which the Buyer declares to know and accept in their entirety.

The terms beginning with a capital letter in these Terms and Conditions of Warranty are defined either below or in the GTCS.

NB! Maintenance revisions and adjustments are not covered under one of the warranties granted to the Buyer, but come under the obligations of the Buyer with regard to its Customer.

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1. REMINDER OF THE BUYER'S OBLIGATIONS TOWARDS ITS CUSTOMER

The Buyer is reminded that, in the event of resale, it is itself bound by at least the legal warranties to its Customers (professional and consumer) in its capacity as seller, regardless of its relations with JUICY BIKES.

The Buyer is solely responsible, at its own risk and expense, for any commercial warranty or warranty extension, or contract for maintenance, support, repair, *etc.* of any nature whatsoever, granted to Customers in its name and on its behalf.

In addition, the Buyer remains solely responsible vis-à-vis its Customer for after-sales service operations.

The Buyer agrees and undertakes in particular to provide the Customer with the user manual and any documentation associated with the Products sold to Customers, as well as to comply with the obligations incumbent upon it in its capacity as seller, and in particular its duty to advise.

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| JUICY BIKES will not be bound vis-à-vis the Customer by the legal or commercial warranties applicable between the Buyer and its Customer. |
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2. SCOPE OF THE WARRANTIES GRANTED BY JUICY BIKES TO THE BUYER

Subject to mandatory legal provisions to the contrary, this warranty only benefits the Buyer whose name appears on the purchase invoice, and is not transferable.

Any warranty not expressly referred to herein, express or implied, is excluded.

2.1. Legal Warranties

JUICY BIKES guarantees the Buyer:

- 1) The correct delivery of the Order (*i.e.* quantities and references of the Products received) with regard to the Order Confirmation; and

2) The absence of hidden defects in the Products, as these are defined in the Civil Code (hereinafter referred to as a 'Hidden Defect').

2.2. Commercial Warranty

On a commercial basis, subject to full compliance by the Buyer with its obligations under the contract of sale of the Products, in particular the full and compliant payment of the Price, and within the limits agreed in the provisions of these General Terms and Conditions of Warranty, JUICY BIKES guarantees the Products to the Buyer for the periods indicated below (hereinafter referred to as the '**Commercial Warranty**').

3. PERIOD OF THE WARRANTIES GRANTED BY JUICY BIKES TO THE BUYER

3.1. Warranty of conformity

In the event of non-compliance of the Products delivered with the Order and with the Order Confirmation, the Buyer is held and undertakes to comply with the provisions, forms and deadlines, agreed in **Articles 7 and 8** of the GTCS.

Failure to make reservations in accordance with these provisions will constitute acceptance of the Order as being in conformity with the Order Confirmation.

3.2. Warranty against Hidden Defects

In accordance with the applicable legal provisions, the Buyer has a period of twenty-four (24) months from the discovery of a Hidden Defect to execute the related warranty, subject to the applicable limitation period (as at this day, five (5) years from the sale).

3.3. Commercial Warranty

For the avoidance of any doubt, it is specified that the periods mentioned below for the Commercial Warranty are understood to be from the date of delivery to the Buyer by JUICY BIKES (taking possession of the Products by the Buyer or any third party it designates), and not the date of resale of the Products to the Buyer's Customers.

3.3.1. Commercial Warranty Periods

The frames are guaranteed for sixty (60) months from the date of Delivery.

The parts (except frames) are guaranteed for twenty-four (24) months from the date of delivery.

The batteries are guaranteed for thirty (30) months from the date of Delivery, or up to three thousand (3,000) kilometres.

4. EXECUTION OF THE WARRANTIES GRANTED BY JUICY BIKES TO THE BUYER

4.1. Provisions specific to each of the warranties

4.1.1. Delivery Guarantee

Failure to make reservations within the time limits referred to above will constitute acceptance of the Order as being in conformity with the Order Confirmation.

In the event of a proven delivery default, the Parties will agree in good faith:

- The terms and conditions of Delivery of the missing Products to ensure the compliant delivery;
- The terms of return or not of any Products not referred to in the Order Confirmation, depending on the needs of the Buyer and the costs relating to the compliant delivery.

4.1.2. Warranty against Hidden Defects

As a reminder, if the Buyer intends to avail itself of the benefit of a warranty on the basis of the existence of a Hidden Defect, it is up to the Buyer to provide proof of an eligible Hidden Defect in accordance with the applicable legal provisions in this regard.

4.1.3. Commercial Warranty

The immobilisation of a Product within the context of the execution of the warranty will not extend the duration of the Commercial Warranty for the time of immobilisation.

The supply of any replacement part (new or reconditioned) or the carrying out of any repair by JUICY BIKES will not extend the duration of the Warranty, which will continue to run for the duration mentioned above.

4.2. Battery specifications

Initial battery performance levels are not guaranteed.

The Buyer understands and accepts that by nature, the performance of a battery will decrease with time and use, including when maintained in accordance with the manufacturer's instructions.

Consequently, a less efficient battery is not a defective battery within the meaning of these warranties.

The batteries will only be covered under a warranty on the express condition that the conditions of use and maintenance have been complied with by the user.

Therefore, in the event that JUICY BIKES agrees to take charge under this warranty of a battery that does not have any defect per se, the Buyer understands and accepts that the battery may be replaced by a reconditioned battery.

4.3. Provisions common to all warranties

To execute a warranty (*i.e.*, the Buyer considers that the Product and the defect are covered by the warranty), the Buyer must connect to the JUICY BIKES Site www.juicybike.com using its email address, previously registered by JUICY BIKES, creating its own password.

In the 'After Sales Service' tab, the Buyer must create a Product ticket (for EABs).

The opening of a ticket is necessary before creating any request for support under one of these warranties. Otherwise, the request will not be taken into account by JUICY BIKES (in particular, requests made by telephone or at the company's premises).

Any open ticket must be accompanied by a copy of the purchase invoice for the Product, issued in the name of the Buyer.

The discussion thread attached to the ticket constitutes the only place of exchange with JUICY BIKES, in order to record the chronology of the facts, and to allow any JUICY BIKES agent to intervene on the ticket.

Each message posted by JUICY BIKES and each action taken on the ticket (exchange, estimate, return, breach, etc.) will generate the sending of an email to the Buyer, informing it of the progress of the file.

Under the aforementioned 'After Sales Service' tab, the Buyer should provide as much information as possible (purchase invoice, model and version of the EAB, registration, battery power, mileage of the EAB, *etc.*) accompanied by clear explanations and specifics regarding its request. Photos or videos can also be attached.

The JUICY BIKES teams will analyse the information provided to determine whether the alleged defect is covered by the warranty or not, and communicate to the Buyer the procedure to be followed.

The Buyer is solely responsible for any request from JUICY BIKES under a warranty and/or any estimate it accepts, and is responsible for obtaining the prior acceptance of its Customer if necessary. The Buyer undertakes to respect and pay in full any invoice corresponding to the estimate it has accepted.

The warranty does not give the right to any compensation in cash or in kind for the immobilisation of the Product during the warranty period (including if this results in the immobilisation of an EAB).

4.4. Return Procedure for Parts or Products

Any Product return must be approved in advance by JUICY BIKES as part of the incident ticket opened by the Buyer, and will be returned to JUICY BIKES at JUICY BIKES expense in the event that JUICY BIKES requests a

return, by a carrier chosen by JUICY BIKES, it being specified that **this prior approval does not imply recognition by JUICY BIKES of the eligibility of the Product in question for one of the aforementioned warranties.**

If a Product functions in pairs with another Product, as indicated by JUICY BIKES to the buyer on the corresponding ticket, the Buyer must return the pair containing one or more Products supposedly affected by a Hidden Defect, and, if applicable, the pair as a whole will be subject to replacement, repair, or refund.

The Buyer acknowledges and understands that JUICY BIKES is not required, in the event of replacement, to replace the missing Product or Part (as defined below) by a Product or a Part having strictly the same Specifications: for equivalent performance, the aesthetic specifications in particular may vary (e.g., colour, shape not dictated by functionality, etc.). The Buyer acknowledges and understands that it is its responsibility to inform the Customer thereof and to obtain their agreement in the event of replacement of a Product or a Part by a model different from the original model (e.g. of a different colour). The Buyer is solely liable for any claim by the Customer in this regard.

It is the Buyer's responsibility to obtain the Customer's prior authorisation for any shipment of a Part reconditioned by JUICY BIKES. The Buyer will be solely liable in the event of failure of this prior agreement, and/or for any claim by the Customer in this regard. JUICY BIKES reserves the right to suspend support until receipt of written confirmation from the Buyer of the Customer's agreement.

- Parts

In the event JUICY BIKES considers that the Parts (the Products excluding EABs and batteries, hereinafter referred to as the 'Parts') are covered by this warranty, JUICY BIKES reserves the right to authorise or not, and to request or not, the return of the Parts in question.

If JUICY BIKES does not request or authorise the return of a Part (the Products excluding EABs and batteries, hereinafter referred to as the '**Parts**') covered by this warranty, JUICY BIKES will send the Customer a new or reconditioned Part, accompanied by a service invoice in the amount of zero euros.

If JUICY BIKES requests or authorises the return of a Part:

- (i) JUICY BIKES will send the Customer a new or reconditioned Part accompanied by a '*return transport voucher*' and an invoice;
- (ii) The Customer must return the allegedly defective Part together with the '*return transport voucher*' and the '*defective parts identification sheet*' duly completed, **within one month of receipt of the new Part**;
- (iii) Upon receipt by JUICY BIKES of the allegedly defective Part, and of the corresponding '*return transport voucher*', JUICY BIKES will establish a credit note for the amount of the invoice addressed to (i).

In the absence of compliance with the procedure described above (e.g. one month deadline from the sending of the requested documents), no credit note will be issued, and the Buyer undertakes to pay the invoice issued in (i) above, including in the event that the alleged defect is covered by this warranty. The same applies if the allegedly defective Part turns out not to be defective. The latter will then be returned to the Buyer at their expense.

In the event that JUICY BIKES considers that the Parts in question are not covered by this warranty, JUICY BIKES will send the Buyer a quote and, subject to its acceptance by the Buyer, will send the new or reconditioned Part(s), and the corresponding invoice, as well as the corresponding '*return transport voucher*' and the corresponding '*defective parts identification sheet*', in the event that JUICY BIKES requests the return of the part(s) in question.

- EABs and batteries

If JUICY BIKES requests or authorises the return of an EAB and/or a battery, the product must be returned complete (complete bicycle with or without battery according to the terms indicated by JUICY BIKES in the tickets), to the address indicated by JUICY BIKES, for the purposes of its analysis and repair if necessary.

If the EAB or the battery returned under the warranty is ultimately found to be in good working order, or excluded from the application of the warranty under these terms and conditions, the intervention services provided by JUICY BIKES on the EAB or the battery concerned will be invoiced to the Buyer, in accordance with an estimate which will be sent to it, and which it must accept prior to any intervention by JUICY BIKES.

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VAT no 940 9626 07 – Company Number 06685414 – Tel: 01335 388035 – Email: uksales@juicybike.com

In this case, the costs and risks of sending the EABs to JUICY BIKES by the Buyer, and of returning them to the Buyer by JUICY BIKES will be the responsibility of the Buyer, and will be invoiced to the Buyer by JUICY BIKES.

If the EAB or the battery, and the defect are covered by this warranty, without prejudice to the mandatory provisions applicable in terms of the warranty against Hidden Defects, JUICY BIKES will proceed, at its sole discretion:

- to repair the Product; or
- to replace the Product. In this case, the replacement Product used will have equivalent Specifications, or a better performance than the Product replaced. The batteries may be replaced by a reconditioned battery.

In this case, the costs and risks of sending the Parts to JUICY BIKES by the Buyer, and of returning them to the Buyer by JUICY BIKES, will be at the expense of JUICY BIKES.

5. WARRANTY DISCLAIMER

Wearable parts are not covered by these warranties.

Any warranty is also excluded in the event of:

- Failure to pay in full the price of the Product;
- Normal wear or corrosion of the Products;
- Colour change over time;
- Negligence or fault of the Buyer or the Customer;
- **Use of Products that do not comply** with the documentation relating to the Products (in particular incorrect settings) and/or the Specifications and/or their destination and/or the applicable regulations;
- **Failure to maintain the Product;**
- Modification or alteration, even minor, of the Product and/or its Specifications by a third party to JUICY BIKES;
- Combining of the Products with one or more elements not specified by JUICY BIKES;
- Intervention by a third party not authorised by JUICY BIKES relating to a repair and/or any other operation on the Products;
- Use in sports competitions or for professional use;
- Opening an electronic component box (battery, screen, motor, controller, *etc.*);
- Parts that are cracked, broken, or showing visible signs of impact;
- A Force Majeure event;
- An apparent defect.

Date and signature of the Buyer: