

SALES TERMS AND CONDITIONS



Sales Terms and Conditions described below govern responsibility, liability and contractual relations between company DIVERSE d.o.o., Cesta Leona Dobrotinska 8, 3230 Sentjur, Slovenia, VAT no.: SI55233546 (hereafter defined as Rotobox), as the owner, producer and seller of Rotobox products, and the visitors of website www.rotobox-wheels.com, buyers and users of Rotobox products (hereafter defined as Customer).

1. ACCEPTANCE

By visiting of website www.rotobox-wheels.com and/or making a purchase with Rotobox the Customer accepts in full the Sales Terms and Conditions. Sales Terms and Conditions are non-cancelable by the customer. These Sales Terms and Conditions are integral part of General Manufacturers Terms and Conditions. Rotobox could sometimes need to modify some of the regulations of the Sales Terms and Conditions. Confirmation of a purchase order implies the tacit reading and agreement with Sales Terms and Conditions published by Rotobox on the website at the time of the order confirmation.

Rotobox reserves the right to refuse any clause or file attached to the purchase order that opposes or adds new elements to Sales Terms and Conditions as stated herein.

2. ONLINE STORE TERMS OF SERVICE

Rotobox reserves the right to refuse website service to anyone for any reason at any time. Customers understand that their content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Customers agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by Rotobox.

Rotobox shall not be responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at Customers own risk.

Customers submission of personal information through the online store is governed by Rotobox Privacy Policy.

3. PRICE AND PAYMENT

Prices displayed on www.rotobox-wheels.com are net prices, excluded from any taxes, customs duties and transport costs. Rotobox reserves the right to modify its prices at anytime, in accordance with the Sales Terms and Conditions and of the laws in use in the domicile country.

Products sold by Rotobox will be invoiced in Euros, VAT included if applicable, in the amount determined at the time of the order confirmation. Products will be invoiced VAT included, in case products are sold:

- to an individual in Slovenia and other members of EU countries,
- to an individual, not resident of EU, with delivery in Slovenia.

Products that are purchased from outside of EU and shipped to a country outside of EU, will be invoiced without VAT.

Customers shall provide written order for products to Rotobox by mail, email or sending BUY NOW form from www.rotobox-wheels.com. As soon as order is received Rotobox shall provide to customer a Proforma Invoice with price, delivery time and delivery term in accordance to trade clauses of Incoterms 2010. Rotobox commits to produce and deliver the ordered products within the delivery time as stated. Delivery time starts from the date of receipt of payment for the ordered products.

Rotobox does not produce or sell products without prior payment for the ordered products. Except for specific written agreements between customer and Rotobox, the payment term is a prepayment based on a Proforma Invoice. All Invoices are considered paid when funds received. The company accepts the following payment methods:

- Bank wire transfer payment remittance instructions:
IBAN: SI56 2900 0005 1549 343
BIC/SWIFT: BACXSI22, Unicredit Banka Slovenija d.d.
- Paypal payment send to: paypal@rotobox-wheels.com

All invoices shall be paid free of charge, without deduction for Rotobox, including all bank transfer or paypal fees.

4. PRODUCT AVAILABILITY

Customers are advised to ask Rotobox for products availability at the moment of the quotation or at the moment of the order confirmation. If product is not available on stock, it will be made as per order procedure and shipped at the time of completion.

Customers have the possibility to cancel their order in case products are delivered more than 8 weeks later than the agreed delivery time. Delivery time shall be extended in cases of force majeure or occurrence of unforeseen obstacles such as natural disaster, flood, fire and loss in production for other reasons, such as unsupplied raw materials, problems with transportation, etc. Rotobox shall immediately inform the customer about these circumstances and about extended delivery time for the duration of these obstacles.

Rotobox BOOST Carbon Fiber Wheel is a new model with estimated delivery start in February 2017 and therefore available for reservation. The preorder phase lasts until December 31th 2016. The reservation process can be followed on a dedicated webpage. With a requested deposit payment, the customers make official reservation. Based on customers waiting list position, a notification is sent to the customer asking to confirm delivery address and to settle the outstanding sum 14 days before shipping. If the customer does not settle the outstanding sum, Rotobox cannot send out the wheels and the preorder is therefore canceled. Rotobox has the right to withhold the deposit payment from the customer.

5. DELIVERY

Unless customer provides specific written instructions, Rotobox selects the method of delivery. Delivery in Slovenia is free of charge. Delivery costs for the rest of the world, including all taxes, customs duties and transport costs, vary according to the country of destination and are borne by Customer. Delivery of the products is made at the recipient's risk and danger. Shipping insurance can be provided upon request and at the customer's expenses.

When products are delivered, customers have to verify that the packaging is in good conditions and they should state any reservations to the courier according to the schedule set forth by law.

Delivery and acceptance of the products is carried out in accordance to trade clauses of Incoterms 2010 which also applies for the transition of responsibility and risk of accidental destruction and damage to products. Customers are requested to provide evidence of the lack of/malfunction of the products ordered immediately of the time of receipt of goods. Rotobox commits to do its best to respect the delivery schedule but it will not be held responsible, in any case, for delivery delays or for any damage caused by this.

6. COMPLAINTS

If products have any faults or do not match the shipping invoice, the customer will have to inform Rotobox, describing the fault which has been found. This procedure has to be done immediately upon product delivered and before installing or using the product, by emailing to info@rotobox-wheels.com. A copy of the invoice will have to be imperatively attached to the customer's complaint. No complaint will be accepted unless all conditions above are respected.

Products can be returned to Rotobox only after a review of claim and confirmation, validated by Rotobox. Shipping costs for sending products back are paid by the customer. Products returned back to Rotobox will have to be in perfect conditions, packed with care in the original box. Accessories have to be sent as well, no modification can be done to serial numbers, stickers or prints and brands have to be undamaged, so that Rotobox will be able to correct, repair or resell the products. Products have to be sent back to Rotobox to the address: DIVERSE D.O.O., Cesta Leona Dobrotinska 8, 3230 Sentjur, Slovenia. If the customer should send products without Rotobox approval or if products should not be sent according to the conditions above, Rotobox has the right not to accept them: products will be then sent back to the sender, at his own expenses.

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7. WARRANTY POLICY

Rotobox wheels produced and sold by Rotobox come with standard two (2) years of warranty from date of purchase, see Directive 1999/44/CE about exact features of sales and goods warranties in EU.

If legal conformity warranty is applied within warranty period, all the repair service or product replacement and shipping costs will be covered by warranty. Regardless of the problem, products covered under warranty have to be subsequently shipped to Rotobox together with a copy of the invoice of customers purchase.

Warranty will not be applied for repair damages brought about by external causes such as accidents or by a mistake made by the customer such as an installation which does not comply with the product's specifications or an installation that could be dangerous for it. If there is a need for a repair service and products are not covered or passed the coverage by warranty, Rotobox will provide a quotation for the repair service. For any further information about the after sales service, please contact info@rotobox-wheels.com.

Warranty provided by Rotobox does not cover:

- abnormal and non-standard use of the products,
- damage caused by unauthorized repairing,
- damage caused by accidents or crash and external causes,
- damage caused by force majeure.

Rotobox cannot be held responsible for the performance of its products within any application determined by the customer.

8. LIMITED WARRANTY AND LIABILITY

Upon confirming the purchase order to Rotobox, customers implicitly accept that directors, managers, employers and all Rotobox staff have no responsibility for any damage derived from the use of the purchased products. Customers accept that this responsibility exemption is complete and is applied to any kind of damage, including direct damages with no limitation, indirect damages, compensative, special, accidental, mortal and consequential damages.

Rotobox will not in any case be held responsible for any kind of loss, damage, direct or indirect, for whatever the cause might be.

Customers will not claim to benefit from a discount if invoices will correspond to an incomplete delivery or if products should be flawed.

IN NO EVENT, SHALL ROTOBOX BE RESPONSIBLE FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSSES, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER THEORY.

Rotobox provides its customers with information available on the website www.rotobox-wheels.com without any expressed guarantee, implicit or explicit, about the suitability or relevance of the information about the motorcycle brand or model.

Rotobox notates that no modifications should be applied to one's motorcycle unless a qualified mechanic had previously checked and approved such modified motorcycle, stating that it is safe and conform to technical regulation and that it meets the laws of the country where it is homologated. This should happen before putting the vehicle on public streets.

Information contained on www.rotobox-wheels.com is correct but the author and the editor do not provide any guarantee, explicit or implicit that such information is free from mistakes nor that such information satisfies individual needs of the products use.

Customers are warned that assembling motorcycle components is a professional intervention and it should be done in a mechanical shop or equivalent place, having the motorcycle's service handbook, necessary tools, indispensable technical skills, and the help of motorcycle mechanic.

9. MODIFICATION OF VEHICLES – RESPONSIBILITY EXEMPTION

If a customer decides to ride a special motorcycle, modified motorcycle or if modifications are predicted, Rotobox advises the following:

Some countries allow modified vehicles to go on public streets; in other countries, this could be illegal but it could also be legalized after the owner sets the vehicle in conformity with local regulations; regulations vary from country to country. The owner of the vehicle has the responsibility to

make sure about the correspondence to regulations and to make sure about the acceptability of the modifications set on the vehicle, in accordance with laws in force in that county.

As a consequence, before riding a modified motorcycle on public streets the owner will have the responsibility to present the motorcycle to a homologation control at the Department of Transportation or to an equivalent organization; after that the motorcycle could be homologated as a "special vehicle".

All products designed, manufactured and sold by Rotobox are classified as "For Race Only", exclusively destined to be used for racing and on closed circuits, unless different information is given at the time of the sale of the product.

10. ADVERTISING

Customers will not behave as that they act on behalf of Rotobox because this would imply infringement with Rotobox authorization. "Rotobox seller", "Rotobox store" and similar terms will have to be used without giving the impression that Rotobox has any interest or responsibility in the customer's business management. Rotobox brand will not be used without a preliminary written agreement made by Rotobox. If a customer should want to advertise products, customer shall ask Rotobox to obtain such permission.

11. PROPERTY OF THE PRODUCTS

Rotobox is the only owner of the products until full payment of the order is received. No financial document, which imply the customer's obligation to pay, will be accepted as a means of payment. Even if Rotobox is the exclusive owner of the goods until the customer settles the payment, the customer is the only responsible for the products and possible damages or losses. If the customer plans to resell or deliver products to a third party, he should notify Rotobox first.

12. INTELLECTUAL PROPERTY

The content of the website www.rotobox-wheels.com (pictures, texts, names, brands, videos, etc.) is property of Rotobox. Any copy, total or partial, of the content of www.rotobox-wheels.com, with any means and on any support, is subject to explicit authorization from Rotobox.

Information, content, files and software displayed and transferred are protected by Slovenian laws and by international laws about intellectual property and copyright. Rotobox does not provide the permission to copy, distribute and display any part of the website for which it does not have intellectual property rights.

Abusing www.rotobox-wheels.com contents, thus violating Rotobox's rights, constitute forgery offense, which is severely punished by the Intellectual Property Code. Rotobox will not be held responsible in case a third party's rights are violated. Rotobox will not hesitate to engage appropriate juridical sites to hackers and counterfeiters, and will ask the court for compensations for material and moral damages suffered.

13. CONTROVERSY AND RESPONSIBILITY

If there should be a contestation and this should not be solved between the customer and Rotobox, such contestation will come exclusively within the Court of Celje jurisdiction and will be governed by Slovenian law.

14. CHANGES TO SALES TERMS AND CONDITIONS

Customer can review the most current version of Rotobox Sales terms and conditions at any time on website www.rotobox-wheels.com. At its sole discretion, Rotobox reserves the right to update, change or replace any part of this Sales terms and conditions. It is customer's responsibility to check the website periodically for changes.

15. CONTACT INFORMATION

Questions about this Sales terms and conditions shall be send to email info@rotobox-wheels.com.

Sentjur, 21. September 2016