

T H A N K
Y O U F O R
C H O O S I N G
U S A S Y O U R
T R A V E L L I N G
C O M P A N I O N S
F O R Y O U R
U P C O M I N G
A D V E N T U R E S

General Terms and Conditions of Sale

These General Terms and Conditions (GTC) concern the sale of Ornus frames, bikes and products that can be purchased on the Site and prevail over those governed by the Terms and Conditions of Use found in other sections of the Site.

We invite you to read them carefully before proceeding to purchase a Product. By making the contractual proposal you confirm that you fully accept these General Terms and Conditions and that you have also read and understood the Terms of Use of the Site, which, together with the Privacy Policy, are hereby deemed to be transcribed in full.

General Definitions

In these General Terms and Conditions, the following words and/or expressions, unless the context otherwise requires or where otherwise defined, shall have the meaning specified below:

CGC

These General Terms and Conditions.

Electronic Currency

Indicates the electronic money providers indicated on the Site (Paypal, Stripe, Visa, etc. etc.) with which Ornus has entered into specific agreements to enable customers to use these payment methods on the Site.

Price

The price shall include, in addition to the price of the Product(s) you have chosen, the costs of any additional services required and any taxes applicable to the transaction.

Price of Products

The price to be paid for the purchase of the Product(s)

Final Price

The final consideration paid for the purchase, which also includes the costs of delivery of the Product(s).

Contractual Proposal

The document which, within the framework of these GTC, sets out the contents of the proposal made by You directly or through the Site and which summarises the Product(s) chosen by You, the characteristics, Your address or in any case the place where You wish to have the Product(s) delivered to You, its Final Price (including delivery costs) and the relevant economic and contractual conditions.

Website

The Ornus website can be accessed at <https://ornusbike.com>

Finance Company

Company specialising in online financing from which, at your request, and by virtue of an independent contract to which Ornus is not a party, you may obtain financing of part of the Final Price. You can consult the relevant contractual conditions via the links to the Partner Companies on the Site.

Virtual Cart

The section and, more generally, the procedures of the Site through which you can choose and select the Product(s) you are interested in and be informed about their characteristics, status, conditions and the Price requested.

I. General Terms and Conditions of the Sale and Purchase Agreement

1. Subject matter of the contract

The contract governs the purchase and sale of the Product(s) you have chosen and/or reserved.

2. Price

The Price displayed includes the cost of the Product(s) including related charges and taxes.

The Final Price, including taxes and duties, shall remain unchanged until delivery of the goods.

Any discounts and promotional coupons may be used, subject to verification of their validity and integrity, upon payment of the price using the procedures that will be made available on the Site.

3. Purchasing procedures. Choice of payment method

Once you have selected the Product(s) you are interested in in the Virtual Cart and confirmed your order summary, you will be able to:

i) Proceed directly to full payment of the Final Price.

ii) If available as a choice on the Site, ask Ornus to issue in your favour a purchase option valid as a reservation for a certain period against immediate payment by you of a sum to be charged as an advance on the final price. Whether or not this option is granted and its duration remains at the full and undisputable discretion of Ornus.

At the time of payment of the Final Price (in the case of immediate full payment thereof), or at the time of request by You of the release of a purchase option against immediate payment of an advance and subsequent payment of the balance, You may choose whether to pay the balance in full by SEPA bank transfer or electronic money. If available on the Site, You may alternatively request financing from the Finance Company for a portion thereof.

In the event of a request for financing, you will have to provide the data and documentation required for the financing application procedure to the Finance Company and then wait for Ornus and you to be notified of the successful outcome of your request for the finalisation of your contract proposal.

In the event of a negative outcome, if you do not wish to proceed with the purchase by other means of payment to be agreed with Ornus, the advance payment will be returned to you and you may agree with Ornus on the terms and conditions of repayment of the sum you have paid in advance.

If you do not finalise the purchase or upload the documents required for the financing application (including any requests for supplementary documentation by Ornus) within the stipulated time period, the Product(s) selected by you may no longer be considered booked in your favour and you may agree with Ornus on the terms and conditions of repayment of the sums paid in advance by you.

4. Purchasing Procedure

Once you have made your payment, you can proceed to finalise your Contract Proposal with all the elements necessary to conclude the contract. For this purpose, you will have to enter your personal data and provide any documentation required to finalise the proposal.

The contract for the purchase of the Product(s) shall be deemed to have been concluded once Ornus has notified you of its acceptance of the Contractual Proposal made by you.

Acceptance by Ornus of the Contract Proposal sent and, consequently, conclusion of the contract of sale, shall remain conditional on verification of the completeness and validity of any documents requested, as well as verification of successful payment.

Ornus will notify you of acceptance by means of an Order Confirmation e-mail, to which the invoice will be attached, and will notify you of the instructions necessary to proceed with delivery of the Product(s) within the timeframe indicated in the Order Confirmation.

5. Delivery of Product(s)

5.1. Ornus shall deliver the product(s) selected and ordered in the manner chosen by you or indicated on the website at the time of sending the Contract Proposal, as indicated in the Order Confirmation.

5.2. Shipping and delivery times, generally within 30 working days, shall be indicated in the Order Confirmation. In the event that Ornus is unable to meet these deadlines or in the event that delivery is delayed or excessively onerous for reasons for which you are responsible, you will nevertheless be notified promptly by e-mail and/or telephone call of an Ornus representative. Once the delivery arrangements have been confirmed, you will receive an email summarising the relevant details. Delivery of the Product(s) will be made to you at the address last indicated by you.

6. Right of Withdrawal and Refund

6.1 Right of Withdrawal

The final consumers referred to in Article 3 of the Consumer Code (Legislative Decree 206/2005) have the right to withdraw from the purchase of the Product(s) without any penalty and without being obliged to specify the reason within 14 days from the date of delivery of the Product(s) provided that the Product(s) does not show any damage or deterioration due to use that exceeds the Product(s) Price by more than 20 per cent.

In order to exercise your right of withdrawal, you must submit to Ornus an express declaration (by registered letter with acknowledgement of receipt or by e-mail) of your intention to withdraw: for this purpose, you may use the form in Annex A of these Conditions, which conforms to the form in Annex IB of the Consumer Code.

Withdrawal shall only be deemed to have been properly exercised if you send the aforementioned communication before the expiry of the 14-day period starting from the date of delivery of the Product(s) to you by Ornus.

The effectiveness of the withdrawal is however subject to: (i) Your return to Ornus of the Product(s) in working order and in a condition that does not affect its use within 14 days from the date of the notice of withdrawal; (ii) verification that the Product(s) - as a result of partial damage and/or deterioration due to use - has not suffered a decrease of more than 20 per cent of the Price of the Product(s).

The costs of returning the Product(s) following cancellation shall be borne entirely by You, this shall be understood to mean the costs of collecting the Product(s) (on a date and time to be agreed) from the address where it was delivered to You and its subsequent transport to the Ornus premises indicated from time to time.

6.2 Reimbursement

In the event of effective withdrawal you will be entitled to a refund of the Price of the Product(s). You shall be liable for any diminution in the value of the Product(s) resulting from the use of the same, until the return of the Product(s) following withdrawal you shall, in fact, be subject to the obligations of custody of the bailee in accordance with the Civil Code, in particular the provisions of Articles 1804 and 1806 of the Civil Code.

In particular, in the event that, at the time of return following withdrawal, the Product(s) are found to be used, you shall be obliged to pay Ornus a sum by way of compensation for the diminished value thereof.

In addition, in the event that the Product(s) is damaged upon return, you shall be liable to pay Ornus a sum calculated by comparing the condition of the Product(s) at the time of initial delivery with the condition at the time of return. The reimbursement resulting from the exercise of the right of withdrawal, net of the amount due to Ornus for any depreciation suffered and as determined above, shall be made by bank transfer within 14 days after the withdrawal has taken effect.

7. Warranty

7.1 Legal Warranty

In accordance with the provisions of the Consumer Code, the manufacturer warrants, for a limited period of 24 months from the date of delivery, the absence of defects and lack of conformity of the Product(s) existing at the time of its delivery. This guarantee is in any case limited to defects not arising from the normal use of the Product(s). Excluded from the scope of application of the Legal Warranty, however, are any failures or malfunctions caused by accident, natural or atmospheric events, user liability, use of the Product(s) not in accordance with its intended use and/or with the technical prescriptions relating to maintenance, third-party negligence, or accidents and incidents.

In detail, the guarantee does not cover:

- a) damage caused by any processing of the Product(s) not authorised by the manufacturer;
- b) maintenance costs incurred by the customer, also in accordance with the requirements of the owner's manual;
- c) consumables and wear and tear;
- d) replacement of parts of the Product(s) as a result of wear and tear;
- e) damage caused by poor maintenance of the Product(s);
- f) deterioration caused by external causes such as accidents, impacts, scratches, gravel, hail or other projections;
- g) damage caused by atmospheric pollution, plant (resin), animal (bird guano) and chemical agents;
- h) damage caused by transporting goods and/or persons in a manner not in accordance with the manufacturer's instructions;
- i) damage caused by force majeure events, e.g. lightning, fire, floods, earthquakes, wars, riots and attacks.

You will also lose your right to the guarantee if

- j) should you transfer the Product(s) to a third party;
- k) should you use the Product(s) for rental, teaching and other commercial purposes, for participation in sporting competitions;

In all the aforementioned cases of non-coverage of the guarantee, Ornus shall be deemed to be released from any liability and obligation to indemnify or compensate.

Except in the case of wilful misconduct or gross negligence, Ornus is only liable for direct and foreseeable damage at the time of conclusion of the purchase agreement. Therefore, Ornus shall not be liable for any loss suffered, loss of profit or any other damage that is not an immediate and direct consequence of its own default or that was not foreseeable at the time of the conclusion of the purchase agreement.

The legal guarantee is in any case limited to the commercial value of the Product(s) at the time the damage occurs. In cases where a Product(s) is sold by Ornus under the warranty offered by the third party component manufacturer, Ornus will not be liable for the contents of this warranty beyond its legal obligations either in terms of duration or extension of the warranty. These obligations therefore rest entirely with the manufacturer of the Product(s): in the event of a fault you must therefore contact him directly through the channels provided by him.

7.2 Conventional Guarantee

Our mission is to make looms as unique as the tree from whose wood they are made. The construction of each frame is subjected to strict quality controls and each frame is finished by hand by our craftsmen with the care and expertise of centuries-old Italian tradition. The result is a frame that accompanies the cyclist throughout his or her life.

This conventional warranty (the "Warranty"), according to the terms and conditions indicated herein, is issued by the manufacturer MLK Innovazione srl - innovative startup, Via Aurelia Nord 217 int. 14, 58100 Grosseto, registered with the CCIAA of the Maremma and Tyrrhenian regions no. REA 224155, (hereinafter only "MLK").

By 'Product', for the purposes of this Guarantee, is meant the Frame together with all its non-removable components. The Guarantee therefore does not cover components (wheels, forks, drivetrain components, etc. etc.) mounted on the Frame. Such components are covered by the warranties of the respective manufacturers.

Activation of the Guarantee presupposes registration of the Product on the Ornus online site within 30 days of purchase together with proof of purchase of the product ('Purchase Documentation').

The warranty is to be considered a lifetime warranty for the frame with exclusive reference to manufacturing and material defects. The warranty shall be limited to the first purchaser for the entire duration of possession of the frame and shall not include decals and paint, scratches or other cosmetic defects that were readily detectable at the time of purchase and/or delivery of the Product as set out in the Purchase Documentation.

In the event that MLK, following the activation of the Warranty by the first purchaser by sending the claim to legal@ornusbike.com, acknowledges the existence of manufacturing defects, it may, at its own choice, proceed with the repair or replacement of the defective Product free of charge. In the event of unavailability of the same Product as the one acknowledged as defective, the replacement will take place with a similar Product of equivalent value.

In addition to the cases of exclusion already established in the previous paragraph regarding the Legal Warranty, it is understood that the Warranty does not cover the labour costs necessary for the replacement of parts or the disassembly and reassembly of components other than the Frame. The Warranty does not cover damage caused by normal wear and tear, improper assembly of non-original components, inadequate maintenance of the Product, damage or failure caused by accidents, improper use, overloading, abuse or negligence, salt corrosion, UV rays and/or inadequate exposure to heat. In no way shall MLK be liable for incidental or consequential damages suffered.

The Guarantee does not cover Products used for commercial, rental or demonstration purposes.

Without prejudice to the provisions of the preceding paragraph also with reference to the rights recognised to You by the Consumer Code, Ornus, on a contractual and/or conventional basis, within the scope of the Accessory Services offered, may make available on the Site, free of charge and/or for a consideration, additional and/or overlapping warranty and assistance services and programmes to extend the scope of coverage and/or the duration of the warranties offered. Such services and programmes may be specifically and separately accepted by You as part of the purchase of specific Additional Services and/or special offers made available on the Site from time to time.

II. Scope, Amendment, Interpretation and Disputes

1. Scope of Application

You may only enter into contracts with Ornus that are subject to these GTCs if you are a resident of Italy and if delivery of the purchased Product(s) is requested in Italy. If you are an Italian citizen or a foreigner residing abroad you will not be able to take advantage of any of Ornus' services.

In accordance with the provisions of the Consumer Code, the rights and guarantees recognised within these GTC apply to purchases made by you as a consumer.

Ornus also recognises the same rights and guarantees for natural persons with a VAT registration number who purchase the Product(s) for use in connection with their mobility needs in the course of their work, unless the use of the Product(s) is not the object of their business activity (rental, bike sharing, education and schooling, etc. etc.). In other cases, the contract concluded with a company and/or legal person in the context of its entrepreneurial, commercial, handicraft or professional activity shall be governed by the provisions in force on the subject of sale and purchase contained in the civil code or in the related and/or special legislation applicable from time to time.

Use of the Ornus Site is subject to the Terms of Use and Conditions set out above.

The law applicable to these General Terms and Conditions shall be that of the Italian State.

2. Amendment of the General Terms and Conditions

Ornus reserves the right to change the Site, policies and these Terms and Conditions at any time to offer new products or services, or to comply with legal or regulatory requirements. You will be subject to the terms of the GTCs in force at the time you place orders on the Site, unless any changes to these terms are made necessary by applicable law or competent authorities (in which case, they will also apply to orders previously placed and pending). You will always be able to view and download from the Site the conditions governing the various services provided by Ornus, including these GTCs.

Should any provision of these GTC be declared invalid, void or for any reason unenforceable, this shall not affect the validity and enforceability of the other provisions.

3. Disputes

For disputes arising in relation to the validity, interpretation, execution or termination of the contract, you may refer to an Alternative Dispute Resolution (ADR) body, in accordance with the conditions set out in the Regulation of that body and the provisions of Legislative Decree 206/2005 (Consumer Code) articles 141 et seq. You can also turn to an ADR through the platform set up by the European Commission On-line Dispute Resolution (so-called ODR platform); through this platform you will be able to consult the list of ADR bodies, find the link to the site of each of them and start an on-line procedure for the resolution of the dispute in which you are involved.

Your rights of recourse to the ordinary courts shall remain unaffected, and the courts of the place of residence or domicile shall have jurisdiction over all legal disputes arising from the validity, interpretation or execution of these General Terms and Conditions and the contract, provided that you are a consumer customer.

4. Complaints and Customer Service

Complaints and customer support will be handled by e-mail using the appropriate section of the Site and is available during the following hours: Monday - Friday / 9 a.m. - 7 p.m.

5. Contact

MLK Innovazione srl - innovative start-up

Via Aurelia Nord 217 int. 14

58100 Grosseto (GR)

hello@ornusbike.com

Last updated: 30 August 2024

Attachments;

A - Model withdrawal Consumer Code

ANNEX A TO THE CGA ORNUS**Withdrawal form**

for distance or off-premises contracts
pursuant to Article 49(1)(h) of the Consumer Code

Date

Spett.

MLK Innovazione srl – startup innovativa
Via Aurelia Nord 217 int. 14
58100 Grosseto (GR)

sent via mail to: legal@ornusbike.com
or

registered mail with return receipt

I, the undersigned _____ (insert name and surname of the consumer who concluded the contract), hereby give notice of withdrawal from the contract of sale of the following goods/services, ordered on _____ (insert date of conclusion of contract) and received on _____ (insert date of receipt of goods).

_____ I undertake to return the goods at my own expense without undue delay and in any case within 14 days from the present. Without prejudice to the provisions of the sale and purchase agreement concluded with you, I hereby request the refund of the payments made by me, amounting to Euro _____ (insert amount paid) by _____ (insert method of payment used to pay the price, e.g. bank transfer - IBAN code (in case of domestic transfer insert IBAN code; if cross-border transfer also BIC code) or e.g. re-credit to the credit card used for payment) within the same term.

Best regards



MLK INNOVAZIONE SRL
Via Aurelia Nord, 217/14
58100, Grosseto Italy
hello@ornusbike.com