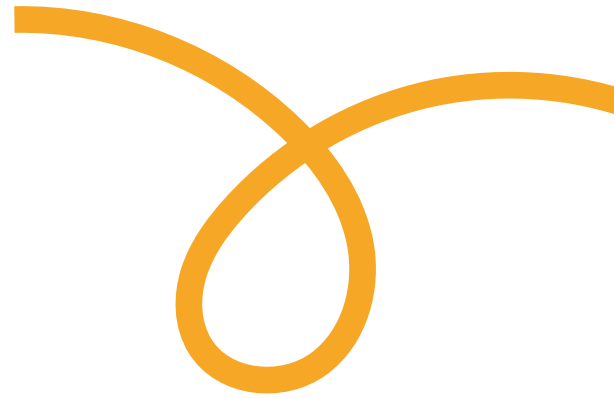


# TERMS & CONDITIONS



## 1. TERMS & CONDITIONS

Ship To Cycle is an international door-to-door bike transport service, designed to allow athletes (professionals or amateurs) and all cycling enthusiasts to focus on their athletic preparation and the organization of all aspects of their participation in a competition or cycling experience, without having to worry about how to transport their bike.

Ship To Cycle is a service created by SEL – Sport & Events Logistics srl Società Benefit, a Company operating in the world of sport and events that has been providing athletes, teams and organizers with the best logistics, travel organization and event management solutions for more than 20 years.

By collaborating with the best express couriers and international logistics partners, we offer to our Customers our decades of experience in the world of logistics and transport related to sporting events, providing a premium and convenient service to all cyclists and professionals who want to ship their bikes in safe and expert hands.

During your experience with Ship To Cycle – from the handling of the transport order to the delivery – our support and service team will take care of the customer and the shipment, always putting the safety of their bike first, understanding the importance of the affective value as well as the commercial value.

The Ship To Cycle service can be used to ship bicycles and related components, while any use or attempted use for non-bike related items is expressly prohibited, including but not limited to: computers, car parts, personal or business property, valuables, etc. (collectively, Prohibited Items).

Failure by you to comply with these transportation rules and restrictions may result in Ship To Cycle unilaterally imposing additional charges, fines, surcharges or other consequences, including the suspension of the service.

Ship To Cycle is in no way responsible for the failure to accept for transportation, the delay, loss or damage of a shipment containing any Prohibited Items and, in any event, you agree to indemnify Ship To Cycle for all costs, fees and incidental expenses that you incur as a result of your violation of any Local, State, Federal, National or International law or regulation, as well as your failure to comply with the terms and conditions of any carrier and/or logistics partner involved in the transportation.

By choosing the Ship To Cycle service, you agree to the following general terms and conditions, acknowledging that the requested transport will be handled in cooperation with

our national and international logistics partners, who will perform the shipping service on our behalf, provided that you have carefully packed your bike, both internally and externally. Please refer to the “How To Pack Your Bicycle” section of our website for instructions on how to pack your bike properly.

In addition, by agreeing to the Ship To Cycle terms and conditions, you acknowledge that you have the option of purchasing protection coverage to fully protect your bike in the event of damage, theft or loss in transit. For more information on this, visit the “Full Protection Coverage” section on our website.

## 2. SERVICE BOOKING PROCESS

To find out the cost of the Ship To Cycle transport service and receive a free quote by e-mail, the Customer must fill in the on-line form in the “GET A FREE QUOTE” section of our website.

It is essential that the Customer provides from the very beginning precise and correct information about the characteristics of the shipment to receive a correct quotation. In order to collect the final details and proceed with the organization of the transport, Ship To Cycle asks the Customer to fill in the “**Shipping Details Form**” by e-mail. In general, the Customer is asked to provide:

- Personal billing details;
- Complete pick-up and delivery addresses (including name and contact details of a contact person);
- Exact date of bike collection;
- Type of bike (normal or e-bike);
- Type of packaging used (cardboard box or bike box – rigid / semi-rigid);
- Quantity of bikes to be shipped;
- Weight and dimensions of the individual package (together with other details of the bike such as value to be insured, brand, model and serial number);
- Confirmation of the activation of the “Full Protection Coverage” service;
- Reason for transport (tourism, transfer, competition, sale);
- Type of transport, whether one-way or round-trip (in the latter case, the Customer must communicate the pick-up date for the return trip and confirm whether the pick-up address for the return trip is the same as the delivery address for the outward trip).
- The quotation provided is valid for 7 days, after which the rate must be recalculated according to the continuously updated transport conditions (such as, for example, possible changes to the fuel surcharge applied weekly by the couriers). It is therefore possible that the initially estimated cost of the service may vary slightly from the final quotation.
- Similarly, if after acceptance of the final quotation, the Client does not proceed with payment of the service within the timeframe provided, the Client is aware that, for the above reasons, the amount to be paid may vary.
- In order to process the transport order correctly, the Customer must confirm the request three working days in advance of the desired pick-up date. In order to meet the Customer’s needs in terms of guaranteeing the pick-up date and transit time of the shipment, it is also essential that the Customer makes the payment on time and strictly adheres to Ship To Cycle’s instructions.

In accordance with our privacy policy and applicable law, Ship To Cycle does not share with anyone except the Customer who purchased the service and, if different, the shipper and/or

consignee, shipment information and details, including tracking number, pickup and delivery addresses. For more information on this please visit the “Privacy and other conditions” section on our website.

### 3. SERVICE PRICE AND SHIPMENT TRANSIT TIMES

The price of the Ship To Cycle service depends on a number of factors, including the weight and size of the package containing the bike, the location and country of pickup and delivery of the shipment, the time of year in which the shipment is made, the delivery time requested (economy or express service, where both are available), the inclusion of customs clearance costs, taxes and duties (where applicable) and any discounts or promotions applied.

The transit times that Ship To Cycle provides to the Customer for a shipment are calculated in working days and are to be considered as an estimate under normal transport conditions, but are never guaranteed. These times may vary due to anomalies in departure or arrival, delays in transit or possible delays in the shipment clearance process. Such possible anomalies during transport cannot be foreseen in advance by Ship To Cycle when organizing the shipment, which in any case assures the Customer that the shipment will be monitored.

If the shipment is not delivered according to the estimated transit time, the Customer can contact Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com), which will act promptly to solve the reported delay, interacting directly with the courier involved, so that any anomalies occurring during transport are managed and resolved. In any case, Ship To Cycle cannot in any way be held responsible for any delays in the final delivery to destination of the shipment where, by way of example but not limited to:

- the courier involved in the shipment experiences service interruptions due to bad weather, natural disasters, accidents or delays due to customs clearance of the shipment;
- the courier involved in the transport has temporarily suspended, without prior notice, the pick-up and/or delivery service, as well as the handling of shipments within the network (e.g. public holidays, national holidays, patron saints' days or due to strikes/blockades at the sites);
- the Customer has not removed from the outside of the bike packaging (cardboard box or bike box) the transport labels of previous shipments and/or other bar codes and/or danger labels or lozenges (ADR/IATA) and/or other incorrect information about the consignee of the shipment;
- the Customer has provided incorrect and/or untrue information regarding the dimensions and/or weight of the bicycle packaging (cardboard box or bike box) when booking the service;
- the Customer has used packaging that is insufficient and, in any case, unsuitable for transport according to these terms and conditions of the service;
- the Customer has shipped prohibited and/or non-permitted Items according to these terms and conditions of service;
- the Customer provided incorrect and/or inaccurate information about the pick-up and/or delivery address of the shipment when booking the service;
- the shipment requires correction of the delivery address after collection, or is redirected by the courier to the correct address in transit or by the arrival branch;
- the shipment is not collected on the due date for reasons attributable to the shipper Customer; by way of example, but not limited to, if the Customer is absent, unreachable or unknown at the address or closed for holidays (in the case of companies);
- the shipment is not delivered on the scheduled delivery date at the first attempt or delivery is not possible for reasons attributable to the recipient Customer; by way of

- example, but not limited to, if the Customer is absent, not reachable or unknown at the address or closed for holidays (in the case of companies);
- the Customer has not entrusted the courier with the necessary documentation (e.g., collection document or pro-forma invoices, where applicable) and/or has applied the transport labels improperly to the bicycle packaging (cardboard box or bike box);
- the Customer did not declare when booking the service that it is a shipment of an e-bike containing a lithium battery, but rather a bike, thus concealing the hazardous content of the shipment

It is also essential that the Customer, in case of any anomaly and/or problem related to the shipment, does not contact directly the courier involved in the transport, but proceeds to send a request for support to Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com), referring to the shipping order number provided when purchasing the service.

## **4. METHOD OF PAYMENT AND CANCELLATION OF THE SERVICE**

The Customer, after accepting the quotation sent by Ship To Cycle, receives from the latter an e-mail containing a link to the Nexi Services platform through which to make the digital payment of the service with his credit card; this operation, in any case, must be done no later than 24 hours from when you will get the link.

In the event of a sale of a transport service to organized groups, tour operators, teams or in general to companies, Ship To Cycle will evaluate the possibility of allowing the client to make payment by bank transfer to a current account in the name of SEL – Sport & Events Logistics srl Società Benefit.

If, at the end of the deadline mentioned above to make the digital payment, the Customer has not yet made the payment, in order to avoid that the requested service is no longer available in the timeframe and manner previously defined during the purchase, Ship To Cycle makes a final reminder of payment to the Customer, but in case of further non-payment within that day we will proceed with the cancellation of the shipping order, after notice to the Customer.

In case the Customer needs to cancel the shipment, either before or after the payment transaction, he must send this request to Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com), referring to the shipment order number provided when purchasing the service.

Ship To Cycle accepts a request to cancel a shipping order if this is communicated by the Customer no later than two working days before the pick-up date confirmed when purchasing the service.

Ship To Cycle will issue the refund to the Customer directly to the credit card used to make the payment and/or by bank transfer (against the Customer's submission of an account number to which the amount will be credited).

If the Customer submits a request to cancel the shipment order after the above deadline, Ship To Cycle will not be able to refund the costs of the purchased service.

## 5. GENERAL CONDITIONS OF TRANSPORT SERVICE

You will receive an email with the labels that need to be attached to the bike box before the courier arrives. Make sure the labels are attached well with transparent tape or in a transparent pouch so that the information is clearly visible.

### a) Labelling and Packaging

The shipper Customer of the Ship To Cycle service is solely responsible for the correct packaging, wrapping, and labeling of the shipment that is entrusted to him for transportation, in accordance with applicable international transportation laws.

In order to carry out the transport successfully, it is necessary that the shipper Customer has carefully disassembled and packed the bike, both internally and externally, following the instructions on how to correctly disassemble and pack the bike in the “How To Pack Your Bicycle” section on our website.

It is also essential that the shipper Customer follows the instructions provided by Ship To Cycle when purchasing the service, depending on the courier involved in the transport, about one of the following cases:

- printing and managing the transport document to be given to the driver
- printing of the transport label and correct attachment on the external packaging

In any case, the shipper Customer must ensure, before the shipment is picked up by the courier, that he has removed from the outside of the bicycle packaging any transport labels from previous shipments and/or other bar codes and/or danger labels or lozenges (ADR/IATA) and/or other incorrect information about the consignee of the shipment.

Ship To Cycle recommends that the shipper Customer always attaches an additional label to the bike's external packaging with complete pick-up and delivery address information as further peace of mind if the courier's transport label should inadvertently peel off during transit; it is therefore essential that the shipper Customer always checks that the label is securely attached to the external packaging to avoid this anomaly during transport.

The Customer is aware that under no circumstances may other items such as, for example, various equipment, helmets, valuable material, be added inside the package; the only item allowed is your bike and its disassembled parts (pedals, saddle, ...).

In the event that the Customer does not follow our instructions, and incurs customs proceedings (where applicable), or damages/losses, he/she acknowledges and accepts that Ship To Cycle cannot in any way be held responsible for what has happened, and reserves the right to charge the Customer for any additional costs, e.g. customs charges (where applicable).

You are also reminded that any object unduly placed in the package will not be covered by Full Protection, which is valid only and exclusively for the transport of the bike.

NOTE:

In case of sending an e-bike by road transport only, the battery must be firmly attached to the bike (not detached), and it is ABSOLUTELY FORBIDDEN to include additional spare

batteries in the package.

In case of sending an e-bike, and the transport involves an air route, the battery must be removed from the bicycle, and it is ABSOLUTELY FORBIDDEN to include any battery in the package.

In the event of concealment of hazardous material, the Client shall be solely responsible to the competent authorities and shall answer for it in person. Ship To Cycle shall in no way be held responsible for non-compliance with IATA regulations on the air transport of dangerous goods.

## **b) Transport documentation**

Ship To Cycle, during the organization of the transport, sends via e-mail to the shipper Customer any documentation to be provided to the courier at the time of pick-up (pick-up document or transport label) and/or to be attached to the shipment (proforma invoice for customs).

It is essential that the shipper Customer follows carefully the instructions provided by Ship To Cycle when purchasing the service, which vary depending on the courier involved and in any case it is necessary for the shipper Customer to be able to print the documentation received by Ship To Cycle to complete these formalities prior to the bike transport.

If the shipment of the bike is subject to customs operations and/or is collected in certain countries, the shipper Customer may also be asked to print the transport label and/or the accompanying pro-forma invoice, already filled out, to be attached to the package inside a transparent document envelope.

## **c) Checks on weight and volume**

The couriers reserve the right to weigh and/or measure the shipment after it has been entrusted to them by the shipper Customer to check that the weight and/or dimensions declared when booking the transport correspond to the real ones.

If the courier finds inconsistencies in this sense, the cost of the shipment is repriced and automatically calculated on the basis of the weight and/or dimensions detected, thus applying a surcharge when billing the transport service.

In this case, Ship To Cycle reserves the right to subsequently charge the Customer for these additional costs requested by the courier, in the face of a proven inconsistency between the declared and real details of the shipment. To this end, Ship To Cycle will send you an e-mail containing a link to the Nexi Services platform through which you can make a digital payment of the additional costs with your credit card or in the same way as you used during the purchase process.

To avoid unexpected surcharges due to discrepancies in the declared dimensions of the bike box, it is mandatory for the Customer to send Ship To Cycle photos of the bike box with a measuring tape clearly positioned alongside it, showing the actual sizes of the case (length, height and width). This allows our team to verify and validate the declared measurements prior to pickup.

#### **d) Change of shipment details**

In the event that, after completing the order and payment of the transport service, the Customer requests, where still possible, to change the pick-up and/or delivery address of the shipment, Ship To Cycle reserves the right to subsequently charge the Customer any additional costs required by the courier to carry out this operation.

To this end, Ship To Cycle will send you an e-mail containing a link to the Nexi Services platform where you can make a digital payment of the additional costs with your credit card, or in the same way as you made your purchase

#### **e) Pick up**

The Customer informs Ship To Cycle of the exact pick-up date when booking the service, specifying this information in the Shipping Details Form sent by e-mail to confirm the shipping order.

Generally, the courier pick-up time frame ranges from 9:00 a.m. to 7:00 p.m. on working days only (excluding local bank / national holidays); however, it is essential that the shipper Customer is present at the pick-up address provided until the courier arrives on the agreed day, as there is no guarantee of a precise time for the driver to arrive, nor is it guaranteed that the driver will phone before he arrives.

For any information or support regarding the pick-up booked, the Customer should not contact the courier directly but should email Ship To Cycle at [support@shiptocycle.com](mailto:support@shiptocycle.com), referring to the shipping order number provided when purchasing the service.

In case of missed pick-up for any reason, Ship To Cycle, after verifying what happened with the courier involved, contacts the shipper Customer to confirm the feasibility of scheduling a new pick-up for the first available working day.

#### **f) Tracking**

Ship To Cycle monitors the shipment from the moment it is picked up until it is delivered through the tracking number provided by the courier involved in the transport.

Ship To Cycle transmits the tracking number of the shipment to the Customer as soon as it is available, depending on the courier involved in the transport and the specific leg of the case.

For any information or support about the shipment in transit, the Customer should not contact the courier involved directly but write an email to Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com), referring to the shipment order number provided when purchasing the service.

In the event of any anomaly in transit, Ship To Cycle, after verifying what happened with the courier involved, promptly informs the Customer about it and keeps him updated until the complete resolution and subsequent final delivery of the shipment.

#### **g) Delivery**

Ship To Cycle communicates to the Customer an estimate of the delivery date when booking

the service, specifying that this information is to be considered valid in normal transport conditions, except for anomalies and/or delays in transit not previously foreseeable.

Generally, the time slot for delivery by the courier is between 9:00 a.m. and 7:00 p.m. on working days only (excluding local bank / national holidays); however, it is essential that the receiver is present at the delivery address provided until the courier arrives on the day indicated by Ship To Cycle, as there is no guarantee of a precise time for the driver's arrival, nor is it guaranteed that the driver will make a phone call before his arrival.

For any information or support regarding the delivery of the shipment, the Customer should not contact the courier involved directly but write an email to Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com), referring to the shipping order number provided when purchasing the service.

In case of non-delivery of the shipment on the expected date, Ship To Cycle, after checking what happened with the courier involved, will contact the Customer to inform him about it and handle any anomalies occurred so that the shipment will be delivered on the first working day available.

At the time of delivery, you must check the condition of the outer packaging, and in case of visible damage, even partial, you must inform the driver of your intention to place a signature for "goods unchecked", where applicable and permitted under the procedure of the courier involved in the transport, regardless of whether or not a paper or digital signature is required for acceptance of delivery.

## **h) Coverage and refunds**

Ship To Cycle offers a "Premium" protection coverage that compensates the Customer, if he chooses to activate it when purchasing the shipping service, in case of events of damage, theft or loss of the bike during transport. For the relative details, terms and conditions of the service, visit the "Full Protection Insurance" section on our website.

If, however, the Customer decides not to activate this "premium" coverage, in case of damage, theft or loss of the bike the reimbursement is not guaranteed and, if applicable, it will be defined on the basis of the general conditions of carriage of the courier involved. In any case, if recognized by the latter after the completion of internal procedures for verification and approval, it will be calculated in proportion to the actual weight of the shipment (about 6.00 Euro per kg) and not the value of the bike transported.

## **i) Invoicing**

Ship To Cycle, on behalf of SEL – Sport & Events Logistics srl Società Benefit, sends to the Customer by e-mail a copy of the purchase receipt for the service within the first week of the month following the month in which the transport took place.

In the event of anomalies or inaccuracies on the document received, the Customer can contact Ship To Cycle at the e-mail address [support@shiptocycle.com](mailto:support@shiptocycle.com) (referring to the order number of the shipment provided during the purchase of the service), which will provide feedback after due verification of the case.

## **I) Applicable law and competent court**

Any dispute relating to and arising out of the content or interpretation of this contract the Parties agree that it shall be governed by Italian law and the jurisdiction of the Italian Courts, with exclusive jurisdiction over the Court of Turin, with the express exception of any applicable Conventions and, in such case, any disputes arising out of services provided by Ship To Cycle shall be subject to the Convention and the laws provided for therein.

## **6. GIFT CARD TERMS & CONDITIONS OF USE**

The following Terms and Conditions of Use (T&Cs) refer exclusively to the sale of the Gift Card by Ship To Cycle, a service created by SEL – Sport & Events Logistics srl Società Benefit with its registered office at via Bruno Buozzi 28, 10024 – Moncalieri (To), Italy, VAT no. 09962330016. Ship To Cycle reserves the right to update and amend the T&Cs at any time. This does not affect the rights of the buyer. The use of the Gift Card implies acceptance of these T&Cs and therefore, by purchasing the Gift Card, these T&Cs are deemed read and accepted.

### **a) How to buy it, activate it, check available balance and validity**

The Gift Card can only be purchased on the Ship To Cycle website and corresponds to a credit in digital form.

The Gift Card is available in three credit denominations (50/100/200/300 EURO), irrespective of the currency of the country of the purchaser making the purchase via digital payment by credit card via the Stripe platform. It is not possible to activate a Gift Card with credits other than those indicated or to load an already activated Gift Card with additional money. You can, however, purchase a new one at any time.

The Gift Card is immediately generated and activated after purchase (with a unique code), i.e. upon receipt of confirmation by e-mail, and has a duration of 12 months from the day of activation. At the end of the 12 months the remaining credit on the Gift Card is cleared and the Gift Card loses its validity.

It is possible to verify the remaining amount of the Gift Card by writing an e-mail to [support@shiptocycle.com](mailto:support@shiptocycle.com) in which the unique code of the Gift Card for which the verification is to be made must be specified.

The purchaser may not request a full or partial refund of the Gift Card credit. The purchaser who has not used the Gift Card, by subscribing to the purchase, acknowledges that he/she has the right to request its cancellation and refund within 14 days of the purchase by writing an e-mail to [support@shiptocycle.com](mailto:support@shiptocycle.com).

### **b) How to use it**

The Gift Card can be used by the buyer or can be given (given as a gift) to another person by forwarding the unique code associated with the Gift Card. It is therefore the purchaser's obligation to be careful about the safekeeping of the unique code and how he/she communicates it to others.

The Gift Card purchased must be used exclusively to purchase Ship To Cycle services and does not allow the purchase of another Gift Card. The Gift Card cannot be exchanged or returned.

To use the Gift Card, redeeming the remaining credit, simply notify Ship To Cycle of the unique Gift Card code when purchasing a service, i.e. when accepting the quotation provided. The total amount of the order will be deducted from the remaining balance on the Gift Card. If the remaining balance of the Gift Card used is not sufficient for the balance of the service purchased, the remaining balance can be paid by digital payment by credit card via the Worldline – Six Payment platform.

It is not possible to use more than one Gift Card in the same order.

The Gift Card cannot be used to withdraw cash at ATMs, is not linked to a bank account, is not a guarantee card, is not a debit or credit card, nor can it generate interest on the available balance.

**c) How to be reimbursed for purchases made with the Gift Card**

In case of cancellation of a Ship To Cycle service purchased with a Gift Card, the refund will be credited back to the same Gift Card. If the Gift Card has expired or is about to expire, the expiry date is postponed by 30 days.

In the event of cancellation of a Ship To Cycle service purchased partly with the remaining balance of a Gift Card and partly with digital payment by credit card via the Worldline – Six Payment platform, the refund will first be made by refunding the amount paid via the digital platform (Worldline – Six Payment) by the credit card, then by recharging the Gift Card with the original amount as the balance of the total.

**d) Revocation and non-conforming use**

Ship To Cycle reserves the right to refuse, cancel or suspend a Gift Card (and the orders associated with it if it deems it necessary) in the event of, but not limited to, suspected fraud, if issued under an incorrect name, and for other violations or uses contrary to the law or not in accordance with the T&Cs.

If you believe that your Gift Card has been used in a fraudulent manner you should immediately contact Ship To Cycle at [support@shiptocycle.com](mailto:support@shiptocycle.com) to activate the correct procedures.

**e) Processing of personal data**

Personal data collected by Ship To Cycle to purchase and use the Gift Card will be processed in accordance with the Privacy Policy available on the Ship To Cycle website at the Privacy Policy page.