

Terms and Conditions of Sale

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you via our website.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you can return your order, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

2. Information about us and how to contact us

2.1 Who we are. We are Harley-Davidson Retail B.V., a company with a registered office at Laan van Vredenoord 33, Rijswijk, 2289DA, the Netherlands. We are registered with the Dutch Chamber of Commerce (KvK) with registration number 74709224 and our VAT number is NL 860000138B01.

2.2 How to contact us. You can contact us by telephoning our customer service team at 00 800 1111 2223, or by email at *H-DCUSTOMERSERVICE@Harley-Davidson.com*.

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you an order confirmation with details of your order, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the product.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only deliver to the following countries: Netherlands, Belgium, Germany, France, Italy, Spain, Austria, Switzerland, the UK and Ireland. Unfortunately, we do not deliver to addresses outside these listed countries.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging of the product may vary from any packaging shown in images on our website.

5. Our rights to make changes

5.1 Changes to the products. We may change our products:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to implement minor technical adjustments and improvements, for example to address a safety concern;
- (c) for any other reason.

Notwithstanding the above, our obligations to you under this agreement shall remain unaffected.

5.2 Changes to these terms. We may make changes to these terms at any time. By submitting an order to us, you will be deemed to have accepted the version of these terms that is available on this website at the time you submit your order.

6. Providing the products

6.1 Delivery costs. The costs of delivery will be as displayed to you on our Shipping and Delivery page or on the checkout page before you complete your order.

6.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. Your shipment will be tracked, and you will be provided a tracking number in your order confirmation. Our estimated delivery timelines are 3 to 4 working days via Standard delivery. Express delivery may be available at an extra charge and delivers within 1 to 2 working days.

6.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for

delays caused by the event, but if there is a risk of substantial delay you may contact us to cancel your order and receive a refund for any products you have paid for but not received.

6.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the carrier will inform you how to rearrange delivery or collect the products from a local depot.

6.5 If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we may cancel your order and clause 9.2 will apply.

6.6 When you become responsible for the goods. Any product that you order from us will be your responsibility from the time it is delivered to the address you gave us.

6.7 When you own goods. Any product that you order from us will be owned by you once we have received payment in full for that product.

6.8 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the product (only where it is reasonably necessary to make such changes) as notified by us to you.

6.9 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to cancel your order for a product if we suspend it, or tell you we are going to suspend it, and we will refund any sums you have paid for any products that are not provided.

6.10 We will not supply the products if you do not pay. We will not supply any products to you until we have received payment in full for those products.

7. Your cancellation and return rights

7.1 Your cancellation and return rights will depend on what you have bought, whether there is anything wrong with the product and when you decide to cancel or return your order:

- (a) **If the product is faulty or misdescribed you may have a legal right to return your order** (or to get it repaired or replaced or to get some or all of your money back), see clause 10;
- (b) **If you want to cancel or return your order because of something we have done or have told you we are going to do**, see clause 7.2;

- (c) **If you have simply changed your mind about the product**, see clauses 7.3 and 7.4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

7.2 Cancelling or returning your order because of something we have done or are going to do. If you are cancelling or returning your order for a reason set out at (a) to (e) we will refund you in full for any products which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause **Error! Bookmark not defined.Error! Reference source not found.**);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products, or notify you we are going to suspend them (see clause 6); or
- (e) you have a legal right to cancel or return your order because of something we have done wrong.

7.3 Exercising your right to change your mind. For most products bought online you have a legal right to change your mind within 14 days and receive a refund.

7.4 Our goodwill guarantee. The goodwill guarantee offered by Harley-Davidson Retail B.V. to its customers is more generous than your legal rights in the ways set out in the table below. However, please note that our goodwill guarantee does not restrict you from exercising your legal right – you will always have the right to cancel your order by exercising your legal right under the law in addition to our goodwill guarantee.

Right under the law	How our goodwill guarantee is more generous
14-day period to change your mind. If your goods are split into several deliveries over different days, you have 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.	15-day period to change your mind. Please see our clause 8 below for more information on returns.
Consumer to pay costs of return.	We pay the costs of return.

This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 10.2).

7.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (i) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (ii) products which were customised for you;
- (iii) products with a limited shelf life or expiration; and
- (iv) products which have been mixed with other products and no longer retain their original state as when they were delivered to you.

8. How to cancel or return your order

8.1 Tell us you want to cancel or return your order. To cancel or return your order, please let us know by doing one of the following:

- (a) **Online (fastest method).** Follow the instructions on our Returns and Exchanges page as follows:

<u>Germany</u>	<u>Netherlands</u>
<u>France</u>	<u>Belgium (Dutch)</u>
<u>United Kingdom</u>	<u>Belgium (French)</u>
<u>Ireland</u>	<u>Switzerland (German)</u>
<u>Italy</u>	<u>Switzerland (French)</u>
<u>Spain</u>	<u>Switzerland (Italian)</u>
<u>Austria</u>	

- (b) **Phone or email.** Call customer services on 00 800 1111 2223 or email us at H-DCUSTOMERSERVICE@Harley-Davidson.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

- (c) **By post.** Print off the returns form which can be found in Schedule 1 and post it to us at the address on the form.

8.2 Returning your order. If you wish to return your order and receive a refund, you must return the order to us. You must post it back to us by following the instructions on our [Returns and Exchanges](#) page (see clause 8.1(a)) or (if they are, as determined by us, not suitable for posting) allow us to collect them from you. If you are exercising your legal right to change your mind as described in clauses 7.3 and 7.4, you must send off the goods within 14 days of telling us you wish to cancel or return your order.

8.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are cancelling or returning your order because of any of the reasons as set out in clause 7.2; or
- (c) if you are exercising your right to change your mind under our goodwill guarantee as described in clause 7.4.

In all other circumstances, you must pay the costs of return.

8.4 How we will refund you. In the event of a refund, we will refund the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 Deductions from refunds if you are exercising your legal right to change your mind. If you are exercising your legal right to change your mind as described in clauses 7.3 and 7.4:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the product that has been caused by your handling it in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-4 business days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your legal right to change your mind as described in clause 7.3 and 7.4, then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

9. Our rights to cancel your order

9.1 We may cancel your order at any time by writing to you if you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 You may have to compensate us. If we cancel your order pursuant to clause 9.1, we will refund any money you have paid for products that we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw a product. We may write to you to let you know that we are going to stop providing a product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. If there is a problem with the product

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us (see clause 2.2).

10.2 Return of faulty products. We strive to deliver products in conformity with our agreement and as prescribed by law. However, if a product that you receive turns out to be faulty (for example, it has a manufacturing fault), you are entitled to a full refund. Please return all products to us in accordance with the instructions set out on our Returns and Exchanges page (see clause 8.1(a)). We will deal with faulty products on a case-by-case basis and will comply with your statutory rights.

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must return them to us in accordance with the instructions set out on our Returns and Exchanges page (see clause 8.1(a)), or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage for the return of faulty products.

11. Price and payment

11.1 Where to find the price for the product. The price of the product (which includes VAT or such other similar local goods and services tax) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If the price is higher than originally agreed upon, you have the right to cancel the order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel your order, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay and how you must pay. We accept various payment methods which will be displayed when you place your order. You are required to pay for the products before we dispatch them.

11.5 What to do if you think you have been charged incorrectly. If you think you have been charged incorrectly, please contact us promptly to let us know (see clause 2.2).

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for loss and damage caused by us that is reasonably attributable to us in accordance with article 6:95 and further Dutch Civil Code. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is reasonably attributable to our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not reasonably attributable to us. Loss or damage is generally not reasonably attributable to us if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products.

12.3 We are not liable for business losses. We only supply the products for domestic and private use. Therefore, any business losses cannot be reasonably attributable to us because, as a consumer, you are aware of the fact that these products are only supplied by us to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. Your responsibility for loss or damage suffered by us

13.1 Indemnity. You agree to fully indemnify, defend and hold us, our officers, directors, employees, agents, companies in our corporate group, and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms by you.

14. How we may use your personal information

14.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Notice. You may click on your country below for the link to the Privacy Notice of the relevant Harley-Davidson country website on which you are browsing.

<u>Germany</u>	<u>Netherlands</u>
<u>France</u>	<u>Belgium (Dutch)</u>
<u>United Kingdom</u>	<u>Belgium (French)</u>
<u>Ireland</u>	<u>Switzerland (German)</u>
<u>Italy</u>	<u>Switzerland (French)</u>
<u>Spain</u>	<u>Switzerland (Italian)</u>
<u>Austria</u>	

15. Other important terms

15.1 We may transfer this agreement to someone else with your cooperation. We may transfer our rights and obligations under this agreement to another organisation with your cooperation. However, we do not need your cooperation for a transfer of this agreement due to business acquisition which includes both the rights and obligations under this agreement.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the

agreement of any other person in order to cancel or return an order or to make any changes to these terms.

- 15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by Dutch law and you can bring legal proceedings in respect of these terms and the products in the Dutch courts.
- 15.7 Your rights.** The governing law and jurisdiction above shall not apply to the exclusion of any mandatory consumer rights afforded to you by the laws of your country of residence.

Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To Harley-Davidson Retail B.V., with a registered office at Laan van Vredenoord 33, Rijswijk, 2289DA, Netherlands.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*]

Ordered on [*/received on [*]

Order number

Name of consumer(s)

Address of consumer(s)

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

Date

[*] Delete as appropriate

Note: Follow the instructions on our Returns and Exchanges page to return your goods. Any goods sent to this address will be sent back to you.