Terms and pre-order conditions

boostfiets
your bike, electric

1. Who we are

Boostfiets ("we", "us") is a sole proprietorship (eenmanszaak) registered with the Dutch Chamber of Commerce (KvK) under number 42204377.

> Address: Molengraaffsingel 12, 2629 JD Delft, the Netherlands
> Email: info@boostfiets.nl

The quickest way to reach us is by email. We aim to reply within two working days.

2. What these terms cover

These terms apply to every pre-order of a Boostfiets conversion kit placed by a consumer through boostfiets.nl. They tell you what you buy, what you pay, when your kit is installed, and how you can cancel or withdraw. The version that applies to your order is the one you agreed to at checkout. We send it to you as a PDF with your order confirmation, so you can save and print it.

Nothing in these terms takes away the rights you have under Dutch consumer law.

3. The kit

The kit turns your own bike into an electric bike with pedal assistance. It contains:

- a new front wheel with a motor in the hub: 250 W continuous power, 40 Nm of torque, assistance up to 25 km/h, about 2 kg for the complete wheel, with hub, spokes and rim in black or silver;
- the battery you chose: the bottle battery (36 V, 7 Ah, about 252 Wh), which sits where a bottle cage goes, or the rear rack battery (36 V, 13 Ah, about 468 Wh), which comes with its own rear rack;
- the side display on your handlebar, which shows your speed, trip distance and battery level and lets you choose between 5 assist levels;
- a pedal sensor, so the motor only helps while you pedal;
- a charger, cables and mounting parts.

The ranges we give (about 62 km for the bottle battery and about 114 km for the rear rack battery) are estimates. Your actual range depends on the assist level, your weight and luggage, hills, wind, tyre pressure, temperature and the age of the battery.

Which bikes fit. The kit fits bikes with a 26 or 28 inch front wheel and a standard front fork with a 100 mm dropout, with the front brake type you chose in the configurator. You tell us your wheel size and brake type when you configure your kit. Before installing, the partner bike shop checks for free whether the kit can be installed on your bike (see section 7).

4. Your pre-order

You place a pre-order by configuring your kit, filling in your details, choosing a payment method, ticking the box to accept these terms and clicking "Pay". Before you pay, the checkout shows your kit and the total price, and you can correct any mistake in your details.

Your order is binding once your payment is completed. We then send you a confirmation email with your order reference, your kit, the amount paid, these terms, our privacy statement and the withdrawal form.

5. Price and payment

The price is shown in the checkout and in your confirmation email. It includes VAT, delivery of the kit to the partner bike shop and installation there. You pay nothing else, except in the situations described in section 9 (if you withdraw after installation).

When you place your pre-order, you choose how you pay. You can agree to pay the full price straight away, by iDEAL | Wero or card, or you can choose to pay later with Klarna, in which case Klarna's own terms apply to that payment. Payments are processed by Stripe. The price is the same for every payment method. We never charge extra for a payment method.

6. Delivery and installation

When. Your kit will be ready for installation at a partner bike shop within 6 months of the date of your order. We expect it to be sooner and we will keep you informed by email.

Where. Boostfiets is building a network of partner bike shops across the Netherlands. When your kit is ready, we tell you by email which partner shop is nearest to the postcode you gave us, and how to book a time there. We deliver your kit to that shop.

The installation. You bring your bike to the shop at the time you booked. Installing the kit takes less than 1 hour. The shop gives you back your original front wheel. Please keep it: you need it if you withdraw from your purchase (section 9), and it is useful if the motor wheel ever needs a repair.

If the shop is too far for you. Tell us. You can wait until a partner shop opens closer to you, travel to the shop we proposed, or cancel your pre-order and get a full refund (section 8).

If we are late. If your kit is not ready for installation within 6 months, you can give us a reasonable extra period by email. If it is still not ready at the end of that period, you can cancel your order and we refund everything you paid within 14 days. You can also simply cancel at any time before installation (section 8).

If you do not book. If you do not book an installation after we have told you your kit is ready, we keep your kit reserved for you and remind you by email. Your order stays valid, and you can still cancel it at any time before installation. We are not responsible for delays caused by not booking or not coming to a booked appointment. If you cannot make an appointment, please tell the shop as early as you can.

Ownership. The kit becomes yours when it is installed on your bike.

7. Fit check at the shop

Before installing, the partner shop checks, free of charge, that the kit fits your bike safely. If it does not, for example because your brake type or wheel size is different from what you chose, we first look for a configuration that does fit. If there is one and you agree, we swap your kit and settle any difference in price. If no configuration fits, or you do not want the swap, we cancel your order and refund everything you paid, at no cost to you.

8. Cancelling before installation

From the moment you order until your installation begins, you can cancel your pre-order at any time, without giving a reason. We refund everything you paid within 14 days of your cancellation, using the payment method you used. This promise comes on top of your legal right of withdrawal.

To cancel, use the cancel function at boostfiets.nl/en/cancel (linked as "Cancel or withdraw here" at the bottom of every page), or email info@boostfiets.nl with your order reference. We confirm your cancellation by email straight away.

9. Right of withdrawal after installation

Right of withdrawal. You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you collect your bike from the partner shop with the kit installed.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement. You can use the cancel function at boostfiets.nl/en/cancel, email info@boostfiets.nl, or write to Boostfiets, Molengraaffsingel 12, 2629 JD Delft, the Netherlands. You may use the model withdrawal form that comes with these terms, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the kit back or you have supplied evidence of having sent it back, whichever is the earliest.

Returning the kit. You shall send the complete kit back to us at Boostfiets, Molengraaffsingel 12, 2629 JD Delft, the Netherlands, or hand it in at the partner shop that installed it, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract. The deadline is met if you return the kit before the period of 14 days has expired.

Because the kit is fitted to your bike, returning it means having it removed and your original front wheel put back. You bear the direct cost of returning the kit. You can have this done at the partner shop that installed it: removal there costs at most € 150 including VAT, which we deduct from your refund. You can also have the kit removed elsewhere and hand it in at the partner shop or send it to us at the address above, at your own cost.

Use during the withdrawal period. You may try out the kit in the way you would in a shop, for example with a short test ride. You are only liable for any diminished value of the kit resulting from handling other than what is necessary to establish its nature, characteristics and functioning, such as regular riding, wear or damage. We deduct a reasonable amount for that from your refund.

10. Guarantee

Your legal rights. The kit and its installation must be as agreed and work as you may reasonably expect. If they do not, you are entitled to a free repair or replacement and, if that does not work out, to a price reduction or to end the contract. These legal rights are not limited to a fixed period: they last as long as you may reasonably expect for a product like this. If a defect appears within one year of installation, it is presumed to have been there from the start, unless we show otherwise.

Our guarantee. On top of your legal rights, Boostfiets (address in section 1) gives a 1 year guarantee from the date of installation on defects in the materials and workmanship of the kit and its installation. If a defect appears, email info@boostfiets.nl with your order reference, a short description and, if possible, a photo. We arrange a free repair or replacement at a partner shop in the Netherlands. The guarantee does not cover normal wear (such as the tyre and brake surfaces), the normal ageing of the battery, or damage caused by an accident, misuse, use contrary to the manual, or changes or repairs made by others. This guarantee does not limit your legal rights in any way.

11. Using your converted bike

The kit is designed so that your bike works as a pedal-assisted bicycle: the motor only helps while you pedal, the assistance stops at 25 km/h and the continuous power is 250 W. Do not modify the kit or its settings, charge the battery only with the charger supplied, and follow the instructions in the manual.

12. Liability

We are liable for damage caused by a defect in the kit or in its installation, in accordance with the law. We are not liable for damage caused by changes or repairs made by others, or by use contrary to the manual.

13. Personal data

We use your personal data as described in our privacy statement, which you can find in the Legal section of boostfiets.nl and which comes with your order confirmation.

14. Complaints and disputes

If you have a complaint, email info@boostfiets.nl with your order reference. We reply within 14 days, with a solution or, if we need more time, with a date by which you will have one.

Dutch law applies to these terms and to your pre-order. If we cannot resolve a dispute together, it can be brought before the competent court in the Netherlands. This does not affect any protection you have under the mandatory law of the country where you live.

15. Changes to these terms

We may update these terms for future orders. The version that applies to your order is the one you agreed to at checkout.