



**General Terms and Conditions of THE ROKKER COMPANY AG for
www.therokkercompany.com and eu.therokkercompany.com**

1. Scope of application

These General Terms and Conditions apply to the purchase of products in the online store of THE ROKKER COMPANY AG and to all information, documents, graphics, films, music and/or all other services provided in the online store or by THE ROKKER COMPANY AG.

The drawings, illustrations, pictures, sample collections, specifications, technical data, weight, dimension and performance descriptions shown are non-binding and deviations from the end product may occur. Prices and products are subject to change without notice. All prices quoted are non-binding and do not constitute a legally binding offer.

To make full use of the online store, adding items to the shopping cart and the payment process, you must set your browser to allow both cookies and pop-ups.

The online store is operated by THE ROKKER COMPANY AG, a company officially registered under Swiss law with the following address:

THE ROKKER COMPANY AG
Industriestrasse
64 CH-9443
Widnau

T: +41 71 727 73 30
info@therokkercompany.com | www.therokkercompany.com

Commercial register number: CH -114.040.242
VAT no. CH -114.040.242

2. Conclusion of contract and withdrawal

The presentation of our goods prompts you to submit a purchase offer in the form of an order. If we accept your offer or your order, you will usually receive an e-mail confirmation within one hour. Of course, we will also inform you by e-mail if we are unable to accept your order.

If the goods are not available despite acceptance of your order, we have the right to withdraw from the contract. In this case, we undertake to inform you immediately that the ordered goods are not available and, if your credit card or PayPal account has already been debited, we will refund the purchase price immediately.

Order quantities must correspond to normal household quantities.

3. Prices

Our price quotations in brochures, advertisements, catalogs, on Internet websites, etc. are non-binding; prices are subject to change. We reserve the right to change prices due to changes in customs duties, import and export fees, exchange rates, etc.

The country-specific VAT is included in the sales prices for your shipping region and is shown before the order is completed.

4. Scope of delivery

The goods shall be packaged by the producer or manufacturer. The costs for the disposal of the packaging shall be borne by the customer. Postage and transportation costs, if incurred, will also be charged separately. All costs incurred are always listed in detail before the order is placed.

We endeavor to ensure the best possible availability of the products offered on the website and to state them correctly. However, the presentation of a particular product on the website does not mean that we guarantee its availability. In the event of unfortunate overlaps between orders and stock updates, we may not be able to fulfill the order in full. We reserve the right to either cancel the order or make only a partial delivery. In such a case, we will inform the buyer accordingly.

5. Shipping regions

note that our goods are only sold online in the following countries:

Switzerland, Austria, Belgium, Czech Republic, Germany, Denmark, Estonia, France, Finland, Principality of Liechtenstein, England, Greece, Croatia, Italy, Ireland, Latvia, Lithuania, Luxembourg, Monaco, Norway, Netherlands, Poland, Portugal, Romania, San Marino, Sweden, Slovakia, Slovenia, Spain, Turkey, Ukraine, Hungary, Cyprus UK, USA, Canada

For other countries, please contact info@therokkercompany.com.

6. Delivery

Delivery will be made to the delivery address specified by the customer. A valid telephone number that can be reached during the day is mandatory for delivery. If the recipient is not at home and cannot be reached due to an invalid telephone number, we reserve the right to subsequently invoice the costs incurred for a new delivery.

All deliveries within Switzerland are sent by Swiss Post, within the EU by GLS or its partners and internationally we use the courier service with the best conditions for the respective country (delivery time and price). Please note that all information on the website about delivery times and prices is without obligation for THE ROKKER COMPANY.

The availability of the goods refers to the ROKKER COMPANY multi-warehouse, which consists of the Swiss warehouse and the Austrian warehouse. Should it happen that an ordered item is no longer available in the warehouse intended for delivery, delivery may be delayed by a few days.

7. Payment and retention of title

We deliver exclusively under retention of title. The delivered goods remain the property of THE ROKKER COMPANY AG until full payment has been made. Ownership is only transferred to the customer when he has fulfilled all his obligations from all our deliveries. Shipment is always at the risk of the recipient.

Payment can be by credit card or PayPal. This may incur additional costs for interbank foreign commissions of 1% to 2% of the order volume.

These additional costs are charged directly to the customer.

8. Exchange / Returns

THE ROKKER COMPANY AG loves satisfied customers and therefore all items can be returned within 30 days of receipt of the goods. returns for online orders must be recorded directly in our returns portal. Further information can be found at www.the-rokkercompany.com/returns or eu.therokkercompany.com/returns

As a general rule, items may not be used, otherwise the right of return expires.

Returns must be complete, in undamaged original packaging and in undamaged condition. Returns, for whatever reason, must be sent to us carriage paid. Any fees and expenses incurred for repackaging or due to insufficient postage will be charged to the customer.

The return costs are to be borne by the customer. If the return shipment is not made in accordance with our instructions and the goods are returned to the wrong warehouse, we reserve the right to charge the sender/customer for the additional costs incurred.

The timely dispatch of the goods (postmark) is sufficient to meet the return deadline. If you make use of your right of return, the purchase contract will lapse when the goods arrive in the online store.

9. Guarantee, warranty for defects, liability and complaints

For all products that can be purchased in the online store, the warranty period is 24 months from the day on which the goods leave our premises.

If the delivered items are defective, please inform us by e-mail toinfo@therokkercompany.com before returning the goods:

- Order date and order number with (order confirmation)
- Error description as precise as possible
- Photos of the defects

We will deal with the complaint as soon as possible after receipt.

The guarantee covers all defects occurring within the agreed guarantee period, provided that these are demonstrably caused by poor material or faulty manufacture.

However, liability is limited to repair, replacement or reimbursement of the invoice value of the defective goods at the discretion of the guarantor. Further claims by the buyer are excluded.

In particular, THE ROKKER COMPANY shall not be liable for damage caused by improper use or natural wear and tear or for damage that has not occurred to the delivery item itself (consequential damage).

Modifications or repair work carried out without our or the manufacturer's written consent, as well as non-compliance with the General Terms and Conditions, shall invalidate the warranty obligation.

10. Warranty conditions in detail

We grant a 2-year guarantee on all our products. Within this period, faulty items can be reported on presentation of the proof of purchase. After consultation with us, a quick and uncomplicated solution will be sought. For the procedure, please go to the returns section and follow the relevant steps.

Our warranty does not cover any defects due to poor care, fit, natural wear and tear and natural fading of colors and materials.

Burn holes caused by exhaust systems, smoking, welding, fire, etc., tears, holes, lint, wear and tear of seams, stitching and material, defects caused by alterations to the size are also excluded from the guarantee. The guarantee is invalidated in the event of alterations.

Above-average heat sensation on the skin is due to the heat development in newer motorcycle models from EURONORM 4 and is therefore not a warranty case. If you have any questions, please contact us by e-mail.

11. Purchases from other online retailers and/or specialist retailers

Returns, complaints and exchanges of items purchased from another online retailer and/or from a specialist retailer must be made to that retailer. Of course, this also applies to products purchased from any other retailer.

If products are sent directly to us without our express consent that were not purchased directly from us, they will only be returned to the sender against advance payment of the postal charges.

12. Data protection

If you us ideas, comments, questions, data, graphics or the like, they will become the exclusive property of THE ROKKER COMPANY AG. The submissions will be deemed non-confidential and we will use or disclose them in any way without obligation or notice to you.

The Submissions or any other type of information you send to us should not be or consist of offensive, pornographic, defamatory, blasphemous, unlawful or in violation of any existing law, whether civil, criminal or religious.

You confirm that everything you send in is your property and that you have not copied it in part or in full from third parties. Please do not send us anything that needs to be treated confidentially. All personal data will be treated confidentially.

13. Data protection within the meaning of the GDPR and the Swiss Data Protection Act

The data required for business processing is stored and only passed on to affiliated companies in the context of order processing.

All information about the processing of your data when ordering in the online store is visible and available at <https://www.eu.therokkercompany.com/policies/privacy-policy> and is part of our general terms and conditions.

By submitting your order, you have agreed to our general terms and conditions.

14. Applicable law and place of jurisdiction

All contracts are subject exclusively to Swiss law. The invalidity of individual provisions of these General Terms and Conditions or of the purchase contract shall not affect the validity of the remaining provisions; the invalid provision shall be replaced by the statutory provision.

The place of jurisdiction is St. Gallen Switzerland. Widnau

November 15, 2024