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1 – PREAMBLE

These special terms and conditions are entered into by and between any customer of Miloo, a brand of DNA Mobile SA (hereinafter referred to as the “Sales Customer”), registered in the Geneva Commercial Register under number CHE-333.078.536 and having its registered office at Rue Etienne Dumont 2, 1204 Geneva.

With regard to the Reprise service, the company restricts the use of this service to Sellers who are private individuals and who use it on a normal basis. Unauthorized use of or access to the service is strictly prohibited.

Use of the trade-in service implies unreserved acceptance of these special terms and conditions, as well as of the general terms and conditions of use of the trade-in service by Sellers. These conditions are subject to change. It is therefore understood that the applicable conditions are those in force on the www.miloo.com site at the time of use.

2 – PURPOSE

The Trade-in service offers a Customer Seller the opportunity to buy back his used bicycle. The Customer Seller will receive the trade-in amount in the form of a Miloo voucher corresponding to the amount of the buy-back of his product by Miloo (hereinafter the “Voucher”).

3 - SERVICE FUNCTIONALITY

The Trade-in service enables the Customer-Seller to offer his used product for trade-in. Following validation in a Miloo store, to receive the Purchase Voucher, valid only in Miloo stores (in Switzerland) against the immediate purchase of a new Miloo bicycle.

The trade-in service is only available in the following stores:

- Geneva: salesgeneve@miloo.com or 022 311 70 70
- Meyrin: meyrin@miloo.com or 022 782 27 65
- Lausanne: saleslausanne@miloo.com or 021 312 54 60
- Zurich: saleszurich@miloo.com or 043 497 24 24
- Bern: salesbern@miloo.com or 078 218 62 99

4 - TRADE-IN CONDITIONS

The Service is exclusively open to any brands, at the discretion of Miloo.

Trade-in is possible under the following conditions: only in Miloo stores offering the Service, the Seller Customer's used product meets the criteria specified herein. In addition, it is hereby specified that all products of the Customer Seller whose acquisition has been made in contradiction with the rules laid down by law are prohibited.

The Vendor Customer accepts that the trade-in of this type of product can only be validated after an electrical diagnosis has been carried out by the Organizing Store, which proves to be in conformity with the state of wear announced by the Vendor Customer at the time of pre-deposit.



5 – DEPOSIT

The Seller Customer deposits his product in two stages:

5.1 Validation of the trade-in in Miloo store.

In order for Miloo to simulate a trade-in price, the Customer-Seller must :

- Be the owner of a used product eligible for the trade-in service
- Read and accept the general and special conditions of the trade-in service listed on www.miloo.com
- Provide the mandatory preliminary information:
 - original invoice
 - service invoices (if applicable)
 - confirmation that you still have the bike's charger(s)
 - Road permit/registration (if 45km/h)
 - Keys
 - Photos of bike if not present at appointment

At this point, we can give you an estimate of the trade-in price.

If the information provided does not correspond to the check carried out by the Miloo store technician, or if it is incorrect, the trade-in may be:

- be offered by the organizing store at a price different from that announced at the time of deposit
- be refused by the organizing store without compensation.

In the event of erroneous information, the Miloo Shop cannot be held responsible for any consequences arising from the error made by the Customer Seller.

5.2 Deposit of the product in a Miloo Store

Following its price simulation in the store, the Customer Seller will be invited to go to one of the Miloo Stores to make its deposit.

At the time of the deposit, the organizing store will :

- Collect information on the pre-owned product,
- Validate or discuss the buy-back price of the used product,
- If the seller agrees, a contract in the shape of a quotation including the purchase of a new Miloo bike, will be signed between the organizing store and the seller, setting out the buy-back conditions and the immediate transfer of ownership of the product to the organizing store,
- Once the contract has been signed, a summary e-mail is sent to the Sales Customer.

It is understood that the estimated price given initially has been calculated on the basis of the data provided by the Vendor Customer, and does not constitute a firm offer of a trade-in price.

In the event that the second-hand product deposited in a Miloo store does not correspond to what the Vendor Customer has declared in clause 5.1, the organizing Store may not be held liable for the potential refusal of the Vendor Customer to take back the product, or for a price proposal lower than the estimated offer made during its simulation.



The Vendor Customer understands that no compensation may be claimed in this respect.

The Customer Seller is informed of the application of legal obligations relating to the fight against receiving stolen goods and the keeping by Miloo of the register of resellers of movable property.

In particular, the Customer-Seller must present a valid identity document on the day of deposit in a Miloo store in order to benefit from the Service.

The Customer-Seller accepts that the organizing Stores are free to:

- offer or not offer the Take-Back service
- take back any type of product other than those specified herein
- modify the trade-in price or refuse the trade-in: our Site is configured to offer the Service in Miloo outlets offering it.

6 - METHOD OF PURCHASE FROM THE SELLER - PURCHASE VOUCHER

The Sales Customer accepts that the purchase price of his used electric bicycle be paid to him in the form of a Purchase Voucher. The Purchase Voucher generated after signing the contract thanks to the Trade-in service will only be obtained when the Customer-Seller confirms the purchase of a new Miloo electric bicycle.

The trade-in implies the transfer of ownership of the product(s) and their purchase by the organizing Store.

The purchase voucher cannot be reimbursed, even partially, or paid in cash. The aforementioned Purchase Voucher will be usable and valid under the following conditions: only for the immediate purchase of a new Miloo electric bicycle in a Miloo Store listed in clause 3.

7 – LIABILITY

7.1 Responsibility of the Store

The Store carries out an inspection of the products taken back. A Store technician checks the safety points of the equipment. This check is carried out at the time of delivery to the Store. Once the inspection has been completed, if the products are eligible for the Service but require repair, the Store will carry out the repairs. The Store undertakes to only offer for sale safe products. The Shop is responsible for keeping a register of movable property in order to prevent thefts.

7.2 - SELLER'S LIABILITY

Responsibility of the Seller Customer The Seller Customer undertakes to entrust the Store with second-hand products in working order, free from any defect or fault which would render them dangerous or unfit for the use for which they are intended. In any event, the Customer-Seller undertakes to inform the Store of any potential product defects. The Vendor Customer undertakes to be the owner of the second-hand products he/she transfers to the Store. The Customer Seller will be recorded as the seller of the product in the register kept by the Store. In the event of a police investigation, the Store will be obliged to hand over the information contained in the register. In this way, the Vendor Customer may be held liable in the event of suspected concealment.



8 – ENTIRETY

If one or more stipulations of these special terms and conditions are declared null and void by application of a law, regulation or final judicial or administrative decision, the other stipulations shall retain their force and scope.

The Store will use its best efforts to replace the invalid or void stipulation with a valid stipulation as close as possible to the spirit of the present contract. The fact that one of the parties has not demanded the application of any clause of the present conditions, whether permanently or temporarily, shall in no case be considered as a waiver of the said clause. If one or more stipulations of these special conditions are declared null and void by application of a law, regulation or following a final judicial or administrative decision, the other stipulations will retain their force and scope. The Store will use its best efforts to replace the invalid or void stipulation with a valid stipulation as close as possible to the spirit of the present contract. The fact that one of the parties has not demanded the application of any clause of the present conditions, whether permanently or temporarily, may in no case be considered as a waiver of the said clause.

9 - APPLICABLE LAW

These special conditions are governed exclusively by Swiss law.