

**RIESE & MÜLLER**

INTERNATIONAL

# Dealer Book 2022

Published: August 2021

Dear Dealer,

The importance of cycling for the 'transport revolution' has become firmly rooted in people's minds. We are noticing lasting changes in people's mobility behaviour, as well as with global issues, including the infrastructure or the widespread availability of bike facilities with new residential projects.

These developments have a tangible impact on us as a manufacturer and you as dealers. They have produced many positives for us, but equally challenges. How can we meet the rapidly growing demand and stay true to our principles? What do we estimate the long-term sales growth to be? Where should we be investing? And when does it become just too much? These are the questions occupying us and they are surely on your mind too.

In terms of products, it is clear to us that we would like to have a more broad-based range of Cargo Bikes and have a stronger position in the business sector, whether for bike-sharing or commercial uses. Our E-Bikes are being continuously improved and are becoming more perfectly adapted to the needs of our customers. We are making use of the technological and digital possibilities available to us and combining them with our engineering to build the best bikes to meet our riders' needs.

However, we have been working on the transparent supply chain since the start of this year as part of our "Responsibility 2025" vision to ensure that all these positive trends do not have a negative impact on working conditions or an environmental impact along our supply chain.

As always, many of these aspects can be found in this 2022 Dealer Book, which is the foundation of our collaboration. Together with you, we want to shape the future, with E-Bikes that inspire people, with services that take our customers forward and with a common attitude that motivates people.

Wishing you a good start to a successful 2021/22 season.

Kind regards,

Markus Riese, Heiko Müller, Dr Sandra Wolf

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# 1. Partner structure

**E-Bikes are playing a key role in the transport revolution. Their versatile uses mean that they are often the best solution and are also associated with a host of positive emotions. Today we are selling more than just a bike: we are selling a mobility solution. Besides ownership, the trend is also shifting towards leasing, sharing or commercial usage models. We are therefore cooperating on this with bike dealers and mobility and business partners, both nationally and internationally.**

## 1.1 Riese & Müller dealers for E-Bikes and Cargo Bikes

For premium products, like Riese & Müller bikes, dealers represent the central interface between us and our customers – personal advice, test rides and after-sales service are key “touch points” in the buying and brand experience. Leasing is now starting to play a major role alongside buying.

We offer a host of different cooperation opportunities, from the select Riese & Müller product range to dealers who showcase the Riese & Müller brand as the focus of their store.

There are two pre-order packages: a conscious decision to sell Riese & Müller E-Bikes and a conscious decision to sell Riese & Müller Cargo Bikes: E-Bikes and Cargo Bikes.

Riese & Müller dealers are distinguished by the following factors:

- Premium advice and workshop expertise (professional knowledge, customer focus, service times, response speed).
- Premium store design (modern style, approach, equipment, online and offline communication).
- Openness to future mobility issues, including digitalisation, connectivity, financing and funding models.
- Ongoing employee training, also as part of the Riese & Müller Academy.
- Support for local Riese & Müller influencers and brand ambassadors, for instance by the paid workshop servicing of bikes made available by us.
- Contact and activation of customers through digital channels as well.

Riese & Müller dealers also stand out on account of their reliable workshop service and their availability to all Riese & Müller customers as a contact for service, guarantee and warranty. All Riese & Müller customers are offered appointments as soon as they make contact and are looked after essentially as premium customers. This also applies to customers who have purchased their bike from other dealers. Riese & Müller will pay dealers 5.20 € per 6 minutes of workshop time for warranty and guarantee work. The material costs will also be reimbursed, or spare parts provided as part of the warranty and guarantee service.

## 1.2 Riese & Müller Business Unit for mobility and business partners

Bike mobility has many facets today and is magically attracting new concepts and ideas worldwide – from rental as a business model to fleet vehicles as logistics solutions. To

this end, we have created a range to meet the steadily growing demand for business solutions: [www.r-m.de/en-en/business](http://www.r-m.de/en-en/business)

Partners will be supported in our Business Unit on a project-by-project basis. Depending on the partner concept, either the local bike dealer will be involved or the bike will be sold directly, either with service then provided by the local dealer or with direct support from us (for more details, see section 2.4 Direct sales). However, it is always important to us that our mobility and business partners are well looked after, our riders have the perfect riding experience, our bikes are in an excellent condition and our brand is presented perfectly.

### **1.3 Riese & Müller Partner Agreement**

This Dealer Book forms the Partner Agreement between Riese & Müller GmbH (referred to in this Dealer Book as “we”, “us” or “Riese & Müller”) and our dealers and governs the reciprocal rights and obligations in connection with the marketing and sale of Riese & Müller products.

## 2. Dealer concept

**Since Riese & Müller was established in 1993, dealers have been an important cornerstone of our company's development.**

**Customers' buying and consumer behaviour is continuously changing. Only by working together can we meet these challenges in a good and sensible way.**

### 2.1 Dealer territory structure

We aim to provide a comprehensive nationwide representation for our E-Bike and Cargo Bike product categories and want our customers to be very well looked after – from initial consultation to test rides and from purchase to service. The structure of the dealer network is designed so that the demand for E-Bikes and Cargo Bikes is ideally met and our common goals are achieved in the best possible way.

### 2.2 Branches

Dealers are entitled to sell our products exclusively at the agreed locations – which can be viewed under Dealer Search at [www.r-m.de](http://www.r-m.de)

Each new location and each new distribution warehouse needs to be explicitly requested and approved.

### 2.3 Reselling

The resale of our products to resellers who are not contractual partners of Riese & Müller is not permitted. This also applies to sales that we make.

### 2.4 Direct sales

We reserve the right to sell our products directly to

- Customers through our own distribution channels
- Our employees, permanent suppliers and service providers
- Journalists, advertising agencies, film production companies, elite athletes and other people or companies that we might expect to have a promotional impact.
- Authorities and international organisations and officials of these organisations
- Mobility and business partners who buy a minimum of ten bikes from us over a period of twelve months.

We also reserve the right to sell our products directly to customers who use the bikes in connection with

- exhibitions, testing, research or competitions in which our bikes are involved.
- Advertising carried out at our expense, in particular in the context of competitions, prize draws, charity events, sport events, etc.

These bikes will be supplied either by us or by our selected dealers. If the delivery is made by dealers, we will primarily take into account the interests of the customers and, in addition, the interests of the dealers when selecting the dealers in question. The dealer is obliged to deliver the goods at our request. This does not apply if the dealer cannot reasonably be expected to deliver, taking into account the equipment and capacity of

their business operations. In the event of delivery being made by the dealer, the dealer will receive from us a reasonable reimbursement of expenses for the delivery as well as appropriate remuneration. Furthermore, we will pay the dealer reasonable compensation, insofar as the dealer's sales are demonstrably affected by direct sales, such as these, in individual cases. We will determine the level of compensation at our discretion, if necessary.

## 3. Experience Stores and Cargo Hubs

**Bricks-and-mortar dealers play a crucial role in the presentation of the Riese & Müller brand. Consultation, test rides and the atmosphere on site all contribute to a positive brand experience.**

**In addition to the individual display in your store, there are two special store concepts to choose from – the Experience Store for our E-Bikes and the Cargo Hub with a focus on our Cargo Bikes.**

### 3.1 The Riese & Müller Experience Store

As an Experience Store dealer, you will showcase Riese & Müller E-Bikes and our shared premium quality at the heart of your brand range.

Apart from a prominent product display, you will offer a full range of test bikes. You will benefit from the following additional services:

- You will be designated as a Riese & Müller Experience Store and your Experience Store will be given premium positioning in the Riese & Müller Dealer Search to generate maximum awareness and ease of locating you.  
In the Dealer Search, the closest Experience Store is always displayed at the beginning (except when a customer is searching for a Cargo Bike).
- In addition, customers can arrange a test ride directly online at an Experience Store.
- Experience Store dealers can also use the marketing budget for the 2022/23 season in addition to the marketing budget for the current season to fit out the Experience Store.

#### What do we expect from you?

- Use of the Riese & Müller Experience Store designation.
- One key element that contributes to the success of the Experience Store is the professional display of test bikes on our platforms or individual ones. A display area measuring at least 40 m<sup>2</sup> is required for this (based on 14 test bikes).
- You will promptly provide us with your current opening, delivery and holiday times.
- Fast response to test ride enquiries (maximum of 24 hours, with the exception of Sundays and public holidays).
- Particularly comprehensive knowledge of our product range, technology features and digital services.
- Ideally, you will share our sustainability strategy through your enthusiasm about new mobility/car substitution. You will also support us, among other things, by avoiding waste and contributing your own ideas for a more sustainable lifestyle.



### 3.2 Riese & Müller Cargo Hub

We are a leading supplier of Cargo Bikes and are significantly expanding our position. We offer the Riese & Müller Cargo Hub as a counterpart to the Riese & Müller Experience Store to support stand-alone cargo dealers or those with a focus on Cargo Bikes.

You will enjoy the following benefits as a Cargo Hub:

- You will be designated as a Riese & Müller Cargo Hub and your Cargo Hub will be given premium positioning in the Riese & Müller Dealer Search to generate maximum awareness and make you as easy to find as possible.  
In the Dealer Search, the closest Cargo Hub is always displayed at the beginning (when a customer is searching for a Cargo Bike).
- In addition, customers can arrange a test ride directly online at a Cargo Hub.
- Cargo Hub dealers can also use the marketing budget for the 2022/23 season in addition to the marketing budget for the current season to fit out the Cargo Hub.

#### What do we expect from you?

- Use of the Riese & Müller Cargo Hub designation.
- Presentation of Riese & Müller Cargo Bikes or the cargo range in your store to raise its profile and customer awareness of it. A display area measuring at least 18 m<sup>2</sup> is required for this (based on 6 test bikes).
- Display of the bikes on our platforms or individual ones.
- You will promptly provide us with your current opening, delivery and holiday times.
- Fast response to test ride enquiries (maximum of 24 hours, with the exception of Sundays and public holidays).
- Comprehensive care for private customers (families, etc.) and creation of a family-friendly environment.
- Addressing of and consultation and support for business owners and business customers, such as retailers, tradespeople.
- Riese & Müller RENT offering for businesses (see our website or the Download area on my Riese & Müller)
- Comprehensive knowledge of funding opportunities in your region or town and municipality.
- Ideas for new services, such as sharing or in-store.
- Ideally you will share our sustainability strategy through your enthusiasm about Cargo Bikes. You will also support us, among other things, by avoiding waste and contributing your own ideas for a more sustainable lifestyle.

If you decide to become an **Experience Store and Cargo Hub**, we recommend that you use the Experience Store logo more prominently and use the Cargo Hub to designate the area on which our Cargo Bikes are showcased.

### **3.3 Store modules**

Any Riese & Müller dealer can take advantage of our Team Brand Implementation store planning and fit-out service, regardless of the pre-order package selected:

- A fundamental requirement for equipping your showroom with store modules is a white wall in a premium position in your store.
- We manage to individually configure any space by employing various modules.
- Riese & Müller covers up to 75 % of the set-up costs through its marketing budget (see 5.13 Marketing budget).
- The Store Brochure in the Download area of our my Riese & Müller dealer portal provides a comprehensive overview of all store modules and much more information relating to store planning and fit-out.
- Provision of an individual quote and layout as the non-binding basis for a decision. Please contact our Brand Implementation/Store Team should you be interested (store@r-m.de).

By taking advantage of our services, you commit to

- use the elements subsidised by Riese & Müller through its marketing budget (platforms, clamping frames, banners, etc.) to present the Riese & Müller brand for two years starting from the installation date.
- provide us with all the necessary information, such as photos, floor plan and a dimensional sketch, to create a quotation and layout.

## 4. Testcenters

**We know that the best way to sell our bikes is for you to display the products in your store and allow your customers to have extensive test rides.**

**That is why we offer a comprehensive Testcenter concept. The aim is also to be found more quickly when our customers are explicitly looking for a bike.**

Depending on the amount of your pre-order, you can order a certain number of test bikes with a 10 % or 12 % discount off the purchase price based on the current dealer price list. The test bikes are delivered as quickly as possible or by the January and February delivery dates. When customers are looking for a dealer, we specifically point out the dealers who have the products of interest to customers ready for testing, through their particular Testcenter categorisation. This is done by highlighting the Testcenter status on the retailer tile and a possible search restriction for Testcenters E-Bike and Cargo.

### 4.1 Testcenter E-Bike

You automatically become an E-Bike Testcenter by submitting your pre-orders for E-Bikes. This includes the Testcenter Control Technology from the 2021/2022 season onwards. As a minimum, the prerequisite for this is the E-Bike pre-order package S and the selection of 8 test bikes from different series. After you select these bikes, we highlight you on our website as a Testcenter E-Bike. "January" and "February" delivery dates can be selected for 2 test bikes. The remaining test bikes can be ordered for "immediate" delivery.

### 4.2 Testcenter Cargo

You automatically become a Cargo Testcenter by submitting your pre-orders for Cargo Bikes. As a minimum, the prerequisite for this is the Cargo Bike pre-order package S and the selection of 4 test bikes. If you opt for this Testcenter, we highlight you in our Dealer Search as a Testcenter Cargo. "January" and "February" delivery dates can be selected for 2 test bikes. The remaining test bikes can be ordered for "immediate" delivery.

### 4.3 Testcenter for Experience Stores

As an Experience Store, you need to order 14 test bikes. "January" and "February" delivery dates can be selected for 5 test bikes. The remaining test bikes can be ordered for "immediate" delivery. When choosing, an Experience Store must order as a minimum the Cargo package S with up to 4 test bikes. The exact breakdown can be found in the table "4.7 Testcenter, Experience Store and Cargo Hub series distribution".

As an Experience Store, you automatically meet the requirements of the Testcenter E-Bike and Testcenter Cargo. The Testcenter Birdy can additionally be ordered as an option.

### 4.4 Testcenter for Cargo Hubs

As a Cargo Hub, you can choose a total of 6 Cargo Bikes from the following model ranges: Load 60, Load 75, Packster 70, Multicharger, Multicharger Mixte and Multitinker.

The test bikes should be ordered for "immediate" delivery.

2 Cargo test bikes can be ordered for delivery in "January" or "February".

#### **4.5 Testcenter Birdy**

As a Testcenter Birdy, you need at least 2 Birdys as test bikes. After you select these bikes, we will highlight you on our website as a Testcenter Birdy. "Immediate", "January" and "February" delivery dates can be selected for both test bikes.

#### **4.6 Fast delivery of new series test bikes**

Only the standard configuration of test bikes can be ordered (see the following table) for a fast delivery of test bikes from the new series (Charger4, Multitinker, Multicharger with 750 Wh battery and Packster 70 with Control Technology Package). With the Multicharger, a model with a 625 Wh battery can also be ordered in any configuration. Apart from the quicker delivery, this alteration has the benefit that the PR colour creates a higher level of brand recognition. We only show the bikes in this colour in all PR communication we issue in connection with the product ranges. We also recommend that you order test bikes from existing series (e.g. Delite or Nevo) in the PR colour, as all our PR communication materials use this colour.

#### 4.7 Testcenter, Experience Store and Cargo Hub series distribution

Series	Experience Store	Testcenter E-Bike <sup>1</sup>	Testcenter Cargo <sup>1</sup>	Cargo Hub <sup>1</sup>	Testcenter Birdy
Delite	2 <sup>1</sup>	8			
Delite mountain					
Superdelite					
Superdelite mountain					
Homage	1				
Cruiser	1				
Cruiser Mixte					
Swing	1				
Roadster	1				
Roadster Mixte	1				
Charger4 <sup>2</sup>	1				
Charger3	1				
Charger3 Mixte	1				
Supercharger	1				
Nevo	2				
Tinker	1				
Load 60					
Load 75					
Packster 70			4	6	
Multicharger					
Multicharger Mixte					
Multitinker <sup>2</sup>					
Birdy					2
<b>Total number</b>	<b>14</b>	<b>8</b>	<b>4</b>	<b>6</b>	<b>2</b>
<b>No. of test bikes per Testcenter that can be moved to the later delivery month of January or February</b>	<b>5</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>
<sup>1</sup> A maximum of one test bike may be ordered from each series.					
<sup>2</sup> Only the standard configuration of new series test bikes is available for the launch (see chapter 4.8).					

#### 4.8 Standard configuration of new series

Series	PR colour	Frame size	Options
Charger4 GT vario	black matt	49	-
Multitinker vario	dark petrol matt	universal	Safety bar kit, Cargo front carrier
Multicharger GT touring 750	utility grey/curry matt	51	Front bag, GX-Option
Multicharger Mixte GT vario 750	pearl white/black matt	47	Cargo front carrier, Safety bar kit, Additional chain lock
Packster 70 vario with Control Technology Package	urban grey matt	universal	Nyon Display, GX Option, Double child seat

More information about the standard configuration is available under point "4.6 Fast delivery of new series test bikes".

**4.9 Test bike loyalty**

When ordering test bikes, you commit to permanently use the selected test bikes in your customer consultations. The discounted test bikes may not be sold before 30/06/2022.

## 5. Pre-orders and day orders

The pre-order is an important part of your and our annual planning. Once again in the 2021/22 season, we would like to offer you attractive packages, terms and conditions. You are already aware of how the pre-order packages are broken down into E-Bikes and Cargo Bikes. These two packages can be combined in any form. The aim is to offer our dealers greater flexibility in defining the focus of their store positioning and put a greater spotlight on Cargo Bikes.

### 5.1 Pre-order period

Pre-orders can be placed from Thursday 12 August 2021 to Monday 04 October 2021 at my Riese & Müller.

### 5.2 Pre-order packages

The discounts mentioned in the pre-order packages relate to purchase prices based on the currently applicable dealer price list.

#### E-Bike pre-order packages

PRE-ORDER PACKAGE	S	M	L	XL	XXL	Experience Store
Pre-order volumes (bikes)	from 12	from 20	from 30	from 45	from 75	from 60
Personal discount level (not for test bikes)	3 %	4 %	5 %	7 %	7 %	7 %
Additional discount on pre-orders (not for test bikes)	–	–	2 %	2 %	3 %	3 %
Modification of order without deduction of the additional discount on the pre-orders	–	–	–	–	yes	yes
Additional discount with immediate delivery (excluding test bikes)	1 %	1 %	1 %	1 %	1 %	1 %
Later delivery date of April with 16 or more bikes	–	–	–	yes	yes	yes
Later delivery date of May with 51 or more bikes	–	–	–	–	yes	yes
Maximum number of test bikes with 10 % discount	8	10	12	–	–	–
Maximum number of test bikes with 12 % discount	–	–	–	12	14	14 E-Bikes 2 folding bikes*
Maximum number of staff bikes with 20 % discount (do not count towards pre-order volume)	1	1	1	1	2	2
Marketing budget (€)	300.00	700.00	1300.00	1900.00	2500.00	2500.00

The Testcenter Birdy (see 4.5 Testcenter Birdy) can also be ordered as an option

**Cargo Bike pre-order packages**

<b>PRE-ORDER PACKAGE</b>	<b>Cargo S</b>	<b>Cargo M</b>	<b>Cargo Hub</b>
Pre-order volumes (bikes)	5	10	15
Personal discount level (not for test bikes)	3 %	5 %	7 %
Additional discount on pre-orders (excluding test bikes)	-	2 %	3 %
Modification of order without deduction of the additional discount on the pre-orders	-	yes	yes
Additional discount with immediate delivery (excluding test bikes)	1 %	1 %	1 %
Later delivery date of April with 7 or more bikes	-	yes	yes
Later delivery date of May with 10 or more bikes	-	-	yes
Maximum number of test bikes with 10 % discount	4	5	-
Maximum number of test bikes with 12 % discount	-	-	6
Maximum number of staff bikes with 20 % discount (do not count towards pre-order volume)	1	1	2
Marketing budget (€)	300.00	700.00	1300.00

**5.3 Personal discount level**

Your personal discount level is derived from the pre-order package. This discount will be applied to all orders made between the submission of your pre-order and the start of the subsequent season (excluding POS material, advertisements, store elements, and test, sale and staff bikes). You will also receive this discount for every repeat order (excluding sale items). This presents the advantage of a consistent discount throughout the season, which is visible on every invoice.

**5.4 Combination of E-Bike and Cargo Bike pre-order packages**

If you opt for an E-Bike and Cargo Bike pre-order package with different conditions, you will always receive the higher discount level with your personal discount level, the additional discount on the pre-orders and the test bikes.

You will earn the total of both figures with the number of test bikes, staff bikes and the marketing budget.

**Example:** you are a dealer for E-Bikes and opt for the "Riese & Müller Experience Store" package with your pre-order. In terms of Cargo Bikes, initially you only wish to offer your



customers a small selection and opt for Cargo package M. You will then receive 7 % personal discount, 3 % additional discount on the pre-order, a marketing budget of 3,200 €, 3 staff bikes with a 20 % discount and 19 test bikes at a 12 % test bike discount.

### **5.5 Additional discount on pre-orders**

Starting with pre-order package E-Bike L and Cargo M, your pre-orders will be subject to an additional discount of 2 % or 3 % (excluding test and staff bikes).

This helps you increase your profit margin on the pre-order even further.

### **5.6 Changes to orders**

Any pre-orders with delivery months January to May may be modified within the model series up until the 1st of the month prior to the original delivery month. This lead time for modifications is required for planning purposes and to adhere to delivery deadlines. For example, a Nevo GT touring ordered for February may be changed to a Nevo vario up to 1 January. It would not be possible to change a Nevo GT touring to a Swing. Multiple modifications can be made up to the final date.

Modifications to your pre-orders can only be made to your backorder list at my Riese & Müller. The additional discount on the pre-order is forfeited in the event of a modification to the order, except for with XXL, Experience Store, Cargo M and Cargo Hub pre-order packages. All pre-orders may be brought forward without loss of the additional pre-order discount to the intended delivery date of the current delivery time list. It is not possible to change the delivery date to a later delivery month. All cancellations of pre-orders made after the 1st of the month preceding the month of delivery will be subject to a charge (5.14 Cancellation conditions for pre-orders). The required bike must be re-ordered.

### **5.7 Additional discount for immediate delivery**

You will receive a 1 % additional discount for all pre-order bikes for "immediate" delivery (this does not apply to test bikes and staff bikes). Delivery is subject to availability.

### **5.8 Later delivery dates**

You may select "immediate" delivery for your E-Bikes or have them delivered during the months of January, February and March 2022.

With 16 or more E-Bikes, you can also opt for April as the delivery month for XL, XXL and Experience Store pre-order packages. With 51 or more E-Bikes, you can also opt for May as the delivery month for the XXL and Experience Store pre-order packages.

With 7 or more Cargo Bikes, you can opt for April as the delivery month with the Cargo M and Cargo Hub pre-order packages. With 10 or more Cargo Bikes, May is available as a delivery month in the Cargo Hub pre-order package.

The later delivery dates from the XL, XXL and Experience Store packages count if you opt for a combination of an E-Bike and Cargo Bike pre-order package.

## 5.9 Delivery Conditions

Within the European Union we deliver our goods under Delivered At Place (DAP) (named place of destination) Incoterm 2020 rules. The "named place of destination" means the delivery address you give us at which you will receive our shipment. The delivery conditions applicable to the respective order, including the place of destination, are precisely defined on the order confirmation, delivery note and invoice documents.

All shipping costs for bikes to our dealers are paid by Riese & Müller. Normal shipping costs are applied to spare parts and accessories. The exact rates can be found in your dealer price list at my Riese & Müller.

Delivery conditions for shipments to third countries by individual agreement.

The freight costs do not cover any notification by the forwarder to our dealers.

In general, the carrier is liable for damage that occurs between them accepting and delivering the goods. As the transport risk passes to you once you accept the goods, you as a dealer are responsible for checking the transport packaging on delivery. The Download area of my Riese & Müller provides detailed information on the receipt of goods and documenting damage in transport.

We use solely FSC®-certified cardboard in our bike boxes, small component boxes and accessory kits. Our delivery note pouches will be converted to FSC®-certified paper, which can be recycled together with the box. We compensate for unavoidable shipping emissions in cooperation with myclimate, a climate protection organisation.

## 5.10 Home delivery for dealers

This service is available within the European Union only. Shipping our E-Bikes and Cargo Bikes directly to your customers is a service that lightens the workload in your store or enables bikes to be delivered when your store is closed. Our offer includes:

- Workshop-compatible final assembly and inspection: the E-Bike or Cargo Bike is fully assembled at Riese & Müller and undergoes a final inspection.
- Tools and instructions: a torque wrench and the assembly instructions for the final adjustments are included in the shipment.
- Shipping in special Home Delivery boxes, which securely protect the fully assembled E-Bike
- Delivery coordination with your customers: a tracking number e-mailed by Riese & Müller when the bike is shipped as well as a time slot for delivery by the forwarder.
- Transport costs
- Explanation: we demonstrate how the bike arrives, is unpacked and assembled in an easy-to-understand YouTube "Unboxing video" that the customer receives with the shipping confirmation e-mail. The video shows the transport packaging, the condition of the bike on delivery and the necessary adjustments and assembly steps.
- Quick final assembly: the right tool in the box, the video and assembly instructions make it easy for our customers to get their bike ready to ride in a matter of minutes.

**Benefits for your customers:**

The customers' waiting time for delivery of their new bike is reduced, particularly during the peak season or while your store is closed. The tool supplied, the "Unboxing video" and the assembly instructions enable the customer to complete the final assembly of their bike quickly and easily.

**The benefits for you:**

After a personal consultation with the customer by you we take on the handling side of things from the moment an order is placed for an E-Bike or Cargo Bike. This lets you focus on new sales consultations or workshop services in your store. And the Riese & Müller Customer Care Team is on hand should the customer have any questions about the adjustments or assembly steps required. You continue to be the contractual partner for Riese & Müller and your customers, and so you remain the first point of contact. You continue to be responsible for ordering, payment and the handling of complaints.

**Home Delivery prices**

We make a one-off charge to you for our Home Delivery Service of 150.00 € per bike. The amount is shown at the end of the invoice as a one-off freight cost charge. This means that any discounts resulting from the payment terms (e.g. prompt-payment discount) are taken into account, but your personal discount level is not.

**General information on Home Delivery**

The service is currently only available for E-Bikes and Cargo Bikes with pedal assistance up to 25 km/h.

The service is only available to customers in your normal service area so that customers are not disadvantaged when warranty, guarantee and service work is required.

You can find the links to our "Unboxing" videos and the cover letter that end customers receive with the shipping confirmation e-mail in the Download area of my Riese & Müller. You will also find a sample of the information customers receive to document transport damage as well as an additional sales contract agreement that you can use to obtain your customers' consent to direct shipping and forwarding of data. Of course, you can continue to use your own forms.

### **5.11 Employee bikes (“staff bikes”)**

Personal experiences help to sell our bikes more easily. That is why we offer you the option of purchasing one bike for your staff with the S, M, L, XL, Cargo S and Cargo M pre-order packages and two bikes for your employees with the XXL, Experience Store and Cargo Hub pre-order packages. You will receive a 20 % discount on staff bikes which cannot be combined with other discounts. Staff bikes do not count towards the pre-order volume. We provide discount codes for ordering staff bikes at my Riese & Müller under “My Account” and “Vouchers”. To include the discount, enter the discount code directly into the shopping cart when ordering. Each discount code is valid for one bike.

### **5.12 Mobility bikes**

It is especially important for customers who use their E-Bike or Cargo Bike as their main mode of transport to stay mobile even during service, warranty and repair work. We recommend the provision of a Riese & Müller Mobility Fleet that you can make available to your Riese & Müller customers during waiting times. This also gives you the opportunity to introduce new or updated models to your customers.

If required, please order up to five Mobility Bikes in addition to your preorder via my Riese & Müller and register these orders as your Riese & Müller Mobility fleet with our Sales team. After checking, these bikes will be given a 20% special discount on the regular purchase price. The Mobility bikes must be ordered by 31 December 2021 and there is a holding period until 31 July 2022.

### **5.13 Marketing budget**

You will receive a marketing budget that you can use for display materials, depending on your pre-order package.

You can use the marketing budget for up to 75 % of the net associated costs. You then only have to pay at least 25 % of the costs yourself. You can use the marketing budget for the 2021/22 season and the following season to fit out a Riese & Müller Experience Store or Cargo Hub. In order to combine the two budgets, it is a requirement that at least a pre-order package of the same size is ordered during the 2022/23 season. If you order a smaller pre-order package during the 2022/23 season, we will post-charge you the difference.

The budget can also be used for advertising, events or digital activities. The marketing budget allows us to support you with measures that focus exclusively on Riese & Müller. Please coordinate your promotional activities with our Sales team.

The marketing budget allocated for the pre-order package concluded is only available for the respective season. The marketing budget is available to you until the end of the Partner Agreement.

**Calculation examples for the marketing budget:****Example 1:**

You benefit from a marketing budget of 1,900.00 € with the XL pre-order package. You can therefore purchase 2,500.00 € worth of display materials or advertising and only pay 25 % (625.00 €) yourself. We will then take the remaining 1,875.00 € balance from your marketing budget. You will have 25.00 € left afterwards. This amount will not be carried over into the next season.

**Example 2:**

If you opt for the XXL pre-order package, you will receive a marketing budget of 2,500.00 €. You can add together the marketing budget for the 2021/22 and 2022/23 season if you order Riese & Müller store modules. With an invoice amount of 8,000.00 € for a Riese & Müller store, you only have to pay 3,000.00 € yourself. Your marketing budget for the 2021/22 and 2022/23 seasons will then be completely exhausted.

**Example 3:**

If you opt for the Cargo Hub and E-Bike L pre-order packages, you will receive a 2,600 € marketing budget, 1,300 € from each package. You can use the marketing budget to fit out your Cargo Hub and E-Bike display. As a Cargo Hub, you also have the option of bringing forward your use of the marketing budget for the 2022/23 season. If you wish to bring forward your 2022/23 marketing budget, you can add on 75 % of the invoice figure of 6,900.00 € of your marketing budget, namely 5,175.00 €. So you only pay the remaining 1,725.00 € and thus still have 25,00 € of your marketing budget.

**5.14 Cancellation conditions for pre-orders**

If a confirmed pre-order is partially or fully cancelled, its actual value is calculated, and the personal discount level, the additional discount on the pre-order and the marketing budget are adjusted accordingly. A cancellation fee of 50.00 € is charged for every cancelled bike. If the ensuing pre-order classification results in a lower discount level, we reserve the right to subsequently charge the difference in discount for goods that have already been delivered. If acceptance of a bike is unjustifiably refused by the dealer at delivery, then Riese & Müller will charge the dealer any costs incurred for the failed delivery in addition to the cancellation fee.

**5.15 Cancellation conditions for day orders**

Day orders can be cancelled free of charge within two working days of the date of the order. After that time, a cancellation charge of 50.00 € will be made for each cancelled bike for confirmed orders. If acceptance of a bike is unjustifiably refused by the dealer at delivery, then Riese & Müller will charge the dealer any costs incurred for the failed delivery in addition to the cancellation fee.

**5.16 Terms of payment**

Please contact our sales team to discuss payment terms.

**5.17 Cancellation in the event of delayed payment**

my Riese & Müller provides you with an overview of items still to be settled under "My lists" > "Open items". You will automatically receive an e-mail if we have been unable to collect a due invoice amount from your account via SEPA direct debit or if the payment date has passed without receipt of a transfer from you. From this point on, we will not ship out any further products to you. Therefore, please settle open invoices on receipt of this reminder e-mail. You will receive a further reminder should we still not have received payment from you after seven days. Please note that you will no longer be granted the prompt payment discount if the payment deadline is exceeded.

By the end of the second reminder period (at latest 14 days after the original date of payment), the products held in temporary storage on your behalf will be deleted from your backorders and released for sale. In the event of delayed payment, temporary storage and cancellation is charged at 50.00 € per bike. In the event of repeated overdue payment, we reserve the right to cancel any order of bikes yet to be produced at a charge.

**5.18 Validity of our General Terms and Conditions of Business**

In addition to the above, our General Terms and Conditions of Business, applicable at the time of placing the respective order, apply to all pre-orders and other orders and to all our deliveries and services.

In the event of any conflict, the provisions in this Dealer Book prevail over our General Terms and Conditions of Business.

## 6. my Riese & Müller

**All processes and the majority of our communication pass through our platform for dealers my Riese & Müller.**

You can configure and order, access all documents and check your backorders online in my Riese & Müller. The Complaints tool handles all service orders online and you can view orders you have already placed at any time. my Riese & Müller also provides a wide range of information in addition to many other functions.

To use the platform efficiently, you need to understand the full functionality of my Riese & Müller to guarantee a constant flow of information and fast handling of standardised enquiries. It is also important that you regularly check the information there, as my Riese & Müller is our central channel for communicating with you. Please also make sure that your employees are familiar with the information available there, as this is the only way that we can build up a knowledge base together.

## 7. Use of product data

We would be pleased to provide you with our product data for use with your inventory management systems or website. You will receive the data in standardised CSV format, which can be transferred into other formats using programs, such as Excel, Open Office, etc., and can easily be read by databases. You will receive images of the products from our image database through your my Riese & Müller account. Variations in presentation are possible due to the large number of models.

You can also receive the data by e-mail after accepting our Data Usage Agreement. The Licence Agreement can be found in the Download section of my Riese & Müller.

## 8. Brand management

**A consistent brand presence is of the utmost importance to us. Our work aims to ensure that the Riese & Müller brand experience is communicated across all channels.**

**Our sustainability strategy always plays a key role in this – every measure is carefully considered and examined for its sensibility. So that you are perfectly positioned in this regard, we support you purposefully through many measures.**

### 8.1 Trade fairs and events\*

Our presence at many trade fairs and festivals makes the Riese & Müller brand, with all its details and range highlights, tangible for customers. Test rides also provide inspiring customer experiences and represent the foundation for successful sales consultations. In these ways, we support you as a dealer and make the brand known regionally and nationally.

Please submit a request for assistance and support by 15/01/2022 to enable us to plan the large number of events. There is also a form in the Download section of my Riese & Müller, which needs to be sent to our Event Team by the specified date (event@r-m.de).

We will have concluded the planning of events for the 2021/22 season by the end of February 2022 so that you should have received a reply to your request by then.

\*An exact plan of trade fairs and events for the 2021/22 season will be based on our assessment of the current situation. Alongside local regulations, we also incorporate our own risk assessment for the safety of our colleagues. We reserve the right to demand hygiene concepts for events or not to participate in events in consideration of all the determining factors.

### 8.2 Riese & Müller Academy

The Riese & Müller Academy provides extensive knowledge about our company, products and services. Our "Academy on Tour" also trains your sales representatives at your own premises. This enables you to benefit from detailed knowledge about the current model year, become my Riese & Müller experts or get valuable motivation for your everyday work. In the 2021 model year, we have had good experiences with the launch of a digital academy, which we will continue to offer, or we may also offer live face-to-face events, depending on the situation.

### 8.3 Print advertising

We customise regional advertisements for you based on professionally designed advertisement templates. This is paid for by your marketing budget. The "Photos, films, company logo, dealer advertisements and article data" section in the Download area of my Riese & Müller includes details on the use of the budget and the process for creating the advertisements.



## **8.4 Communication**

We attach great importance to outstanding and focused communication of the Riese & Müller brand and pay the utmost attention to all channels. Uniformity, expressiveness and perception are particularly important to us. We also examine every communication element for its fit with our brand and sustainability strategy. Since 2019, we have largely been foregoing printed communication material, as it fails to guarantee efficiency and flexibility. In the previous model year, we operated without a printed catalogue and issued replacement pocket price lists to drastically reduce our paper consumption. We will once again proceed in this way during this model year and continuously work on our digital modules. Nonetheless we will provide printed information, such as a compact copy of the price list, in particular cases and where required, but will do so extremely rarely.

Furthermore, good press and PR work represents an important building block for us to position the Riese & Müller brand locally, nationally and internationally.

Product reports, specialist articles and interviews help to position Riese & Müller as an expert for the mobility of the future and as a sustainable company. We also regularly make our products available to undergo product tests. Furthermore, we endeavour to showcase the Riese & Müller brand on all social media channels and work with brand ambassadors and influencers who genuinely convey the lifestyle of an E-Bike or Cargo Bike enthusiast.

As a dealer, you benefit from this positive image, the content of which goes far beyond the actual product itself.

## **8.5 Presentation material**

We offer you selected high-quality presentation material, with which you can support the sale of Riese & Müller bikes. For sustainability reasons, our range is very limited – we systematically never use short-lived give-aways that do not have a long-term purpose. You can use your marketing budget towards up to 75 % of this. You will find all articles under “Supplies & Marketing” and “Marketing Products” in my Riese & Müller.

## **8.6 Technical documentation**

Our understanding of comprehensive brand management goes all the way to the provision of technical documentation (e.g. specification lists).

You will find comprehensive technical documentation at my Riese & Müller under “Info & Service” and “Downloads”.

## 9. General Terms and Conditions

### 9.1 Data protection

The protection of our customers' personal data is very important to us. When collecting or otherwise processing customers' personal data in connection with the sale and distribution of our products, the dealers undertake to comply with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR), and data protection and data security requirements. In my Riese & Müller, you have the option of sending a summary of the configured bike to customers by e-mail. Please make it clear to your customers that you are entering customer data exclusively for the purpose of sending this specific e-mail. You can also offer customers the Riese & Müller newsletter and activate this, at the customer's request, by ticking a checkbox. In this case, customers will receive a separate e-mail in which they need to confirm the newsletter subscription personally.

### 9.2 Brands, trade names and company logos

"Brands, trade names and company logos" are defined as characters (words, numbers, images or a combination of the above) in this Dealer Book which are used by Riese & Müller to designate products and/or services (brands) and/or the company (trade names and company logos).

You shall be granted the non-exclusive right to use all trademarks, trade names and company logos in accordance with the terms and conditions set out in this Dealer Book and in compliance with applicable statutory provisions and in a manner previously approved by Riese & Müller for the duration and limited to the purposes of the Partner Agreement.

You shall not misuse the brand, trade names and company logos nor act in a way that harms or undermines the reputation of the brands, trade names and company logos.

You shall not use the trade names "Riese & Müller", "R&M" or similar names in your own (trade) name, shop name or your internet domain. You shall not enter any characters which are identical to or similar to the brands, trade names and company logos, nor shall you claim rights to these characters in any other manner.

Upon termination of the Partner Agreement with Riese & Müller, you shall cease all use of the brands, trade names and company logos with immediate effect.

### 9.3 Realisation of the Partner Agreement

Riese & Müller provides dealers with login data for my Riese & Müller, thereby giving them the opportunity to place a pre-order. By submitting the pre-orders at my Riese & Müller, the dealers are issuing a binding offer to conclude the Partner Agreement with Riese & Müller based on this Dealer Book. Riese & Müller will accept the offer of an agreement and the Partner Agreement will be concluded by us generating the order numbers of the pre-order and providing them to the dealer at my Riese & Müller.

### 9.4 Duration of the Partner Agreement

The Partner Agreement will commence upon its conclusion and, without prejudice to section 9.6, will automatically terminate on the 31/07 of the following year or the same year, if the agreement was concluded after 01/01 and before 31/07 (short year), without any need for termination.

The remaining balance of the marketing budget and any unused claims for employee bikes are voided at the end of the Partner Agreement. The personal discount level remains active until conclusion of a new Partner Agreement, but at latest until the end of the following pre-order period.

### 9.5 Conclusion of a new Partner Agreement

Riese & Müller will inform the dealer by the end of the month of May of the current year about its continued willingness or lack thereof to conclude a new Partner Agreement for the following year. New Partner Agreements will exclusively be concluded in accordance with section 9.3 above, based on the Dealer Book valid for the new model year 2022. This also applies if reference is made in my Riese & Müller to products, orders and events extending further into the future. Dealers who do not receive a new Partner Agreement can only place orders up to 15/07/2022 and only place orders for which the delivery date does not go beyond 15/08/2022. Displayed availability in my Riese & Müller is decisive for this.

### 9.6 Termination of the Partner Agreement

Both parties have the right to terminate the Partner Agreement properly with a notice period of 3 months at the end of a calendar month. The right of both parties to termination without notice for cause shall remain unaffected by this. Termination for cause by us will occur, in particular, if

- the dealer applies for insolvency proceedings to be commenced, insolvency proceedings are commenced over the dealer's assets or the dealer is not just temporarily insolvent or
- the dealer significantly violates their obligations under the Partner Agreement or does not fulfil their payment obligations under the individual agreements, and, in the event that a warning is required, does not rectify the breach of agreement despite the warning, or
- the relationship with the owner or management of the dealer(s) changes significantly and the continuation of the Partner Agreement is unreasonable for us for this reason.

Termination must be in writing to take effect.

**9.7 Consequences of termination of the agreement**

If this Partner Agreement is cancelled or otherwise terminated, we have the right, though not the obligation, to take back any unsold contract goods at the billed prices, but for no more than the current value. The dealer is not entitled to compensation in accordance with § 89 b of the German Commercial Code on termination of the contract.

**9.8 Limitation period**

All claims arising from and in connection with the Partner Agreement become time-barred within 12 months from the legal start of the limitation period. This does not apply to claims arising from tort as well as in cases of intent, gross negligence and claims arising from legal product liability. In deviation from section 9.8, our liability for defects is based on the provisions of the General Terms and Conditions of Business.

**9.9 Applicable law and place of jurisdiction**

The law of the Federal Republic of Germany shall apply to the Partner Agreement, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all claims arising from and in connection with the Partner Agreement is our registered office, provided that the dealer is a businessperson or has his/her registered office outside the Federal Republic of Germany. However, we are entitled to bring legal proceedings against the dealer at any other legal place of jurisdiction.

## 10. Contacts

### **Riese & Müller Sales Team**

Team Leader New Markets Europe  
Alberto Grasselli, +39 345 1652092, agrasselli@r-m.de

Riese & Müller Internal Sales Team  
Mon–Thurs: 9:00 a.m.–5:30 p.m. / Fri: 9:00 a.m.–4:00 p.m. CET  
Jonathan Rubin, +49 6151 36686-15, sales-eu@r-m.de

Head of Sales & International Strategy  
Timo Gührer, +49 174 2443517, tguehrer@r-m.de

### **Brand Implementation (Store and Event Planning)**

Mon–Thurs: 09.00–17.30 / Fri: 09.00–16.00  
Store Team, +49 6151 36686-19, store@r-m.de  
Event Team, +49 6151 36686-13, event@r-m.de

### **Service/Guarantee**

Mon–Thurs: 09.00–17.30 / Fri: 09.00–16.00  
+49 6151 36686-55, service@r-m.de

### **Accounting**

Mon–Thurs: 09.00–17.00 / Fri: 09.00–16.00  
+49 6151 36686-45, buchhaltung@r-m.de

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