

# Terms & Conditions

These Terms and conditions apply to the ordering, purchase, fulfilment and delivery of Products from Vallkree Electric Pty Ltd (ACN 659573823) T/A Vallkree Electric Bikes, referred to as "Vallkree".

Terms and conditions for Vallkree Products

These Terms and Conditions ("Terms") govern your interaction with Vallkree and form a binding contractual agreement between you and Vallkree.

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you operate the products. You can contact us in-store or at hello@vallkreee.com

By operating the products you acknowledge and agree that you have had sufficient chance to read and understand the Terms and Conditions, Disclaimer and Waiver that follow, and agree to be bound by them.

These Terms and Conditions constitute a contract between the customer (You) and Vallkree.

## 1. Agreement

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**1.1.** In these Terms and Conditions "We", "Our" or "Us" means Vallkree, and "You" or "Your" means the person who accepts these Terms and Co purchase of Products or services through wholesalers or in-store.

**1.2.** The Agreement together with your Order constitute the entire agreement between Us and You for the supply of Products. The Agreement cannot be varied unless we agree to vary it in writing or by email.

## 2. Legal Capacity

**2.1.** If you are under the age of eighteen (18) years you cannot place Orders with Vallkree. By accepting this Agreement, you acknowledge that you are over the age of eighteen (18) years.

## 3. Performance

**3.1.** Any performance figures given by the Seller are estimates only. The Seller is under no liability for damages for failure of the Goods to attain such figures unless specifically guaranteed in writing.

**3.2.** Any such written guarantees are subject to the recognised tolerances applicable to such figures.

## 4. Delivery and ownership of the goods

**4.1.** Vallkree does not accept any liability for loss or damage suffered by anyone as a result of any delay from external parties engaged to ship any Order.

**4.2.** If a Customer gives written authority for Products to be delivered without a signature, any and all included insurance cover will be voided.

**4.3.** Where Products are not collected in-store, Vallkree is not responsible for the delivery times of Products. Once Products have been dispatched, it is the Customers responsibility to liaise with the courier nominated by Vallkree in relation to date and time of delivery.

**4.4.** Vallkree shall not be liable for any inaccuracy of information provided to Customers relating to the date and time of delivery.

**4.5.** Vallkree reserves the right to not ship to remote or rural locations.

**4.6.** Vallkree reserves the right to change or amend the delivery date as required.

## 5. Faulty or damaged goods

**5.1.** Vallkree will repair, replace or refund faulty or damaged Products in accordance with the Warranty and Your rights under the Australian Consumer Law.

## 6. Refunds and returns

**6.1.** Nothing in these Terms and Conditions excludes, restricts or modifies the consumer guarantees provided for by statute including under the Australian Consumer Law.

**6.2.** Refunds are strictly limited to those available under clauses implied by statute.

**6.3.** The Customer must comply with directions from staff to facilitate a return.

**6.4.** Returned Products, under the Returns Policy must be returned in their original packaging with all accessories.

**6.5.** Where You are returning a Product to us because of Our failure to comply with a consumer guarantee, You must return the Product to us at Your cost unless the Product cannot be returned, removed or transported without significant cost to You because of:

- (a) the nature of Our failure to comply with the consumer guarantee, or
- (b) the size or height, or method of attachment, of the Product.

## 7. Warranties

**7.1.** Each Product sold on by Vallkree is covered by a warranty that the product is free of any manufacturing defects.

**7.2.** Nothing in these Terms and Conditions excludes the application of statutory conditions, warranties and guarantees.

## 8. Liability

**8.1.** To the greatest extent permitted by law we will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; and our maximum aggregate liability for any Product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Product(s) in question.

**8.2.** For the avoidance of doubt, nothing in this clause limits or restricts Your ability to make a claim that may be available to You for Our failure to comply with a guarantee under the Australian Consumer Law.

## 9. Guarantee

**9.1.** The Seller's liability for Goods manufactured by it is limited to making good any defects. This must be done by repairing the defects or, at the Seller's option, by replacement, within a period not exceeding 12 calendar months after the Goods have been dispatched. This applies so long as:

- (a) the defects have arisen solely from faulty materials or workmanship;
- (b) the Goods have not received maltreatment, inattention or interference;
- (c) accessories of any kind used by the Buyer are manufactured by or approved by Seller;
- (d) the seals of any kind on the Goods remain unbroken; and
- (e) the defective parts are promptly returned free of cost to the Seller.

**9.2.** If the Goods are not manufactured by the Seller, the guarantee of the manufacturer of those Goods is accepted by the Buyer and is the only guarantee given to the Buyer for the Goods. The Seller agrees to assign to the Buyer on

request made by the Buyer the benefit of any warranty or entitlement to the Goods that the manufacturer has granted to the Seller under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

**9.3.** The Seller is not liable for, and the Buyer releases the Seller from, any claims in respect of faulty or defective design of any Goods supplied. This is unless the design has been wholly prepared by the Seller and the responsibility for any claim has been specifically accepted by the Seller in writing.

**9.4.** The Seller's liability under clause 10.3 is limited strictly to the replacement of defective parts in accordance with clause 10.1 of these Terms.

**9.5.** Except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. The Seller is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Goods or arising out of the Seller's negligence or in any way.

## 10. Consumer Guarantees

**10.1.** The Seller's liability for a breach of a condition or warranty implied by Part 3-2 Division 1 of the Australian Consumer Law is limited to:

**10.2.** in the case of Goods, any one or more of:

(a) the replacement of the Goods or the supply of equivalent goods;

(b) the repair of the Goods;

(c) the payment of the cost of replacing the Goods or of acquiring equivalent goods; and

(d) the payment of the cost of having the Goods repaired; or

**10.3.** in the case of services:

(a) the supplying of the services again; or

(b) the payment of the cost of having the services supplied again.

## 11. Miscellaneous

**11.1.** Title and risk in the Vallkree Products pass to the Customer on delivery of the Products.

**11.2.** Any provision of these Terms and Conditions which is void or unenforceable may be severed from these Terms and Conditions without affecting the enforceability of other provisions.

**11.3.** A failure or delay by Vallkree to exercise a power or right under these Terms and Conditions does not operate as a waiver of that power or right, and the exercise of a power or right by Vallkree does not preclude its future ability to exercise that or any other power or right.

**11.4.** Insofar as they apply to the ordering, purchase, fulfilment and delivery of Vallkree Products, these Vallkree Product Terms and Conditions and General Terms and Conditions are governed by and must be construed according to the law of the State of New South Wales, Australia and the parties submit to the jurisdiction of the courts in that State.

**11.5.** Unless otherwise stated all prices quoted by Us are exclusive of Goods and Services Tax (GST)



VALLKREE E-BIKE SALE CONDITIONS AND WAIVER

PURCHASER DETAILS:

Full name:.....
Address:.....
Phone number:.....

WAIVER:

I acknowledge that riding a bicycle is an inherently dangerous activity and realize the dangers associated with riding a bicycle, powered or unpowered, whether as a rider or pedestrian and fully assume the risks associated with operating any bicycle purchased from Vallkree Electric Pty Ltd.

- 1. I am over 18 years of age and have the mental capacity to enter into this agreement.
2. I understand the terms and conditions herein.
3. I have signed this document voluntarily without any inducement, advice or representation being made to me by any person.
4. I am medically and physically fit to operate the vehicle being purchased.
5. I will abide by the relevant road rules at all times during operation.
6. I understand that the following categories of electric bicycle (e-bike) have the following operational requirements:
(a) 250 Watt - Available for on-road with the throttle that allows the motor to power the bicycle up to 6 km/h, or for off-road use.
(b) 500 Watt, Dual-Motor 500 Watt x 2 - Off-Road Use Only. Not to be used for on-road use under any circumstances.
(c) Side-car may only be used in "on-road" conditions with 250 Watt model electric bicycle.
7. I recognize that there are risks associated with use of the e-bike including but not

- limited to collisions with road users or pedestrians, the nature of the surface or road being navigated, changed weather conditions which may lead to injury or death.
8. I further understand that upon my purchase, the rights and responsibilities at law pass to me as operator and owner and that I will have no claim against Vallkree Electric Pty Ltd at law for any result of operation of the bicycle.
9. I have read and agree to be bound by the Terms and Conditions, and Disclaimer on pages 16 and 19 of the Vallkree User Guide.
10. I agree to indemnify and hold harmless Vallkree Electric Pty Ltd and its, servants, employees, volunteers and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my operation of the vehicle, whether such injury, loss, damage or death was caused directly or indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of Vallkree, its directors, officers, servants, employees, volunteers and agents.
11. If one or more clauses in this agreement is found to be unenforceable or invalid, the clause shall be severed from the agreement to the extent that it is invalid and shall not affect the other terms and provisions, which shall remain binding and enforceable. I fully understand that the above representations are contractually binding and are not mere recitals.

.....
Purchaser name

.....
Purchaser signature

.....
Date

## ***DISCLAIMER***

All products sold by Vallkree Electric Pty Ltd (the “Vendor”) must be assembled, checked, maintained, and used responsibly. The Customer assumes all risks with operation of purchased products. The customer must operate the products with appropriate protective safety equipment, the operation and supply of protective safety equipment remains the sole responsibility of the Customer. In accordance with the general laws of each State of Australia, once the Customer receives possession of the property, liability for any injuries to riders or damage to property from use of the product will attach to the Customer.

The products supplied include either of the following electric bicycles: a 250 Watt model, in accordance with EN 15194 standard for Electronically Power Assisted Cycles or the 500 Watt model which is for exclusive off-road use only. The products supplied also include a side-car (sold separately) which is capable of being attached to the 250 Watt model only.

EN 15194 is the internationally accepted standard for power-assisted pedal cycles. This standard allows powered models up to 250 watts and specifies this as a continuous rating. It also restricts the top speed to 25 kilometres per hour, requires the rider to pedal to access the power and sets a number of construction safety requirements.

The Vendor supplies the products “As-Is” in working order. The Customer must inspect the bike upon delivery and immediately report to the Vendor any physical damage to the product. The Customer agrees to treat their electric bicycle with respect and care. This is a legal binding contract which supersedes any other agreements or representations by or between the parties and is a release of liability.

The Vendor cannot oversee and supervise safety and proper usage of this electric bike (with or without side-car) and in no way accepts any present or future responsibility for the actions of the Customer. The Customer must comply with all laws of the State or Territory in which the product is operated, and must not use the product for any illegal purpose or in any way in which the product was not meant to be operated.

Do not use any solvents on the product or tamper with any electrical components (including alteration of circuitry or voltage capable of being utilised by the motor); doing so may cause serious and/or permanent injury and may further void any warranty.

All specifications are estimates and approximate. Range and battery lifetime are manufacturer estimates based upon optimum conditions; actual performance may be less. All specifications may vary from those listed on the Vendor’s advertising material or website and is subject to change at any time.



### ***Contact Us***

hello@vallkree.com

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0438 782 589

### ***Show Room***

56 Centennial Circuit

Byron Bay NSW 2481 Australia

### ***Postal Address***

VALLKREE ELECTRIC BIKES

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