



ARCHER'S BIKES

Sales Agreement

TERMS AND CONDITIONS OF SALE

LIMITATION ON AND DISCLAIMER OF WARRANTIES

Any warranties on the bicycle, e-bike, gas bike (collectively "vehicle"), parts or accessories, whether express or implied and including any warranty of merchantability or fitness for a particular purpose, are limited to those offered by the manufacturer. Archer Bikes ("AB") disclaims all warranties, whether express or implied, on the vehicle, parts or accessories, including any warranty of merchantability or fitness for a particular purpose. The Customer may obtain warranty service from any provider associated with or authorized by the manufacturer. Warranties do not cover damage to the frame, fork, rims, or flat tires. Warranties do not cover user negligence or wear items (tires, brakes, chain, etc.). Customer accepts any used vehicle purchase "As-Is" and agrees that he/she has fully inspected the Vehicle to his/her full satisfaction prior to possession. AB warrants any new vehicle for one year from the date of purchase for mechanical defects that existed prior to Customer possession. Any mechanical defect found by Customer after taking possession—other than those caused by customer or by the negligence of the customer or as the consequence of others—during the warranty period, will be repaired at no labor cost to the Customer.

SPECIAL CONDITIONS FOR GAS OPERATED BIKES AND E-BIKE KITS

In addition to the conditions contained herein, any vehicle or kit, gas or electric, new or used, assembled from a kit or un-assembled, by AB or by anyone else, that utilizes a gas-operated motor or electric motor, is hereby excluded from any and all warranties, expressed or implied, and is sold as-is. AB expressly excludes any and all claims for damages, actual or consequential, arising from the purchase or use of any and all kits or Vehicles assembled from a kit.

DEALER ADDITIONS AND DELETION OF ACCESSORIES

Customer may request AB to make the additions and deletions of accessories which are noted herein. Customer understands and agrees that certain parts or merchandise additions may not conform exactly with factory installed additions. Customer understands that AB already may have added equipment or accessories to the vehicle.

DAMAGES

Customer agrees the maximum amount recoverable for damages of any kind shall not exceed the cost of the merchandise or vehicle. Customer's sole remedy for damages or claims of any type will be repair or refund. Customer and AB mutually agree that any dispute arising as a result of this sale will be submitted to binding arbitration.

CUSTOMER POSSESSION

Once Customer takes possession of the vehicle or leaves the business property of AB with the vehicle, Customer accepts the vehicle as complete and to his/her full satisfaction.

ACKNOWLEDGEMENT OF RISK AND LIMITATION OF LIABILITY

Customer understands that using a vehicle has inherent risks of injury to the Customer or others. Risks of injury include, but are not limited to, minor bumps and bruises, major injuries or even death, and as such, Customer certifies that he/she/they are fully competent and skilled to operate the vehicle under all conditions. The Customer and any other operators/passengers/riders or others hereby personally accept all risks and liabilities of any and all activity associated with the vehicle or merchandise.

RETURNS AND SATISFACTION GUARANTEE

With a copy of this Sales Receipt, Customer may return any new merchandise within 30-days of purchase for exchange or full refund, as long as it is in the original manufacturer's package, in new condition, unused and complete. All used vehicles or used merchandise sales are final and may not be returned for refund. Used motorized vehicles purchased for \$500 or more, and used un-powered vehicles purchased for \$100 or more, may be considered for *exchange* within 10-days of original purchase or 100 miles, whichever is sooner, for a full in-store credit, less 10% of the purchase price (excluding sales tax), applied to any other used or new vehicle of equal or greater value, as long as the vehicle being *exchanged* is in equal or better condition as it was at the time of purchase. AB reserves the right to discount or reject the exchange request at its full and sole discretion. New vehicles are not returnable but may be considered for exchange within 10-days of purchase, less a restocking fee of 10%, at AB's sole discretion, less any fees for repair or cleaning, in store credit, towards any other vehicle of equal or greater value.

SPECIAL ORDERS

For customized items or special orders placed by Customer, a non-refundable deposit will be required to place the order. In addition, Customer will be responsible for any restocking charges or return fees assessed by the manufacturer, if the order is cancelled. Customer will forfeit deposit if item is not picked up within 30-days from receipt of merchandise by AB, as compensation for handling.

FREE HEALTH CHECK (mini tune-up)

For new Vehicles, customer is entitled to a no obligation, no cost, health check of vehicle, at 30-days (± 15 days) and at one year (± 30 days) from purchase date. For used Vehicles, customer is entitled to a no obligation, no cost, health check of vehicle during the first month of ownership. Customer will be required to bring the vehicle to the shop and leave it for the service department to make the health check.

SHIPPING

For any merchandise or vehicle shipped, all shipping is FOB to the shipper. If an item arrives damaged, due to shipping, customer must make claim to the shipper for relief. In any event, if Customer makes a claim or dispute, Customer must deliver merchandise or vehicle, at Customer's expense, to AB's principal office location for relief. Shipping charges are non-refundable.