

# BASTION CYCLES™ PTY LTD PURCHASE AGREEMENT

## AGREEMENT TO PURCHASE

You agree to purchase the bicycle or bicycle components (the "Bicycle") as described in "the documentation" from Bastion Cycles Pty. Ltd. ACN 604 585 640 ("we" "us" "our") pursuant to the terms and conditions of this Agreement. Your Bicycle is priced and configured based on the features and options available at the time of your order. Options or features released after you place your order may not be included in your Bicycle.

**BUILD NUMBER** Your unique build number will be assigned at our discretion upon issuance of the deposit invoice.

**DOCUMENTATION** Your Purchase Agreement (the "Agreement") is made up of the following documents ("the documentation"):

**Quote:** You will receive quotes through the purchase process. These may be in the form of an official quotation, emails, texts, telephone and video calls. Quotes are non-binding and superseded by any invoices that follow.

**Deposit Invoice:** The deposit confirms your agreement to purchase the bicycle and these Terms & Conditions take effect the date you pay your deposit (the "Order Date").

**Interim Invoice:** The interim invoice confirms the agreed configuration of your bicycle and is equal to half the amount outstanding on the bicycle. The interim invoice will be issued prior to production or ordering of major components such as but not limited to the group set, and wheels.

**Final Invoice:** The final invoice is issued for the remaining amount outstanding on the bicycle and must be paid in full prior to the release of the bicycle.

**Drawing:** Detailed description of the geometry and dimensions of your bicycle.

**Engineering Report:** Detailed description of the expected performance of your bicycle.

**Paint Instruction:** Illustration of the paint scheme and colours of your bicycle.

**PRICES, TAXES, AND FEES** The purchase price of the Bicycle as indicated in your quote(s) and invoice(s) will stipulate whether it includes Australian GST and any shipping costs. It excludes any duties, fees and government taxes that may apply in your home country if purchasing from outside of Australia.

**CANCELLATION OR DEFAULT** Your Bicycle is custom made, and we incur significant costs in the planning, design, sourcing of components and production of your bicycle. We also incur significant costs to remarket and re-sell the Bicycle in the event you cancel or default on this Agreement. Therefore, **ONCE YOU HAVE PAID THE INTERIM INVOICE YOUR ORDER IS NON-REFUNDABLE.**

**DELIVERY** We will notify you of the expected delivery date of your Bicycle when your order is placed. The delivery date is subject to change at our discretion. We will make every effort to keep you informed of any changes in a timely manner.

**NO RESELLERS** We sell directly to our approved retail partners and consumers, and we may unilaterally cancel any order we reasonably believe has been made with a view towards resale of the Bicycle or that has otherwise been made in bad faith.

**WAIVER** A failure or delay by either party in exercising a power or right given to it under this document does not operate as a waiver of that power or right; nor does a single or partial exercise of a power or right prevent any other or further exercise of it. A waiver by a party of a power or right given to it under this document does not affect any other provision.

**DISPUTES** If any dispute arises between us we will attempt to resolve the dispute in good faith by negotiation. Where both of us agree that it may be beneficial, we will seek to resolve the dispute through mediation.

**FORCE MAJEURE** Neither of us will be liable to the other for any delay or failure to fulfil their obligations (excluding payment obligations) under this agreement to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, terrorist activities, strikes, lockouts, lockdowns and industrial disputes.

# LIFETIME WARRANTY

Except as otherwise set forth herein, we warrant the bicycle products manufactured by us to be free from defects in materials and workmanship for the **LIFETIME OF THE ORIGINAL OWNER**. This warranty only applies to the original owner and is non-transferable.

## **THIS WARRANTY DOES NOT COVER, AND WE ARE NOT RESPONSIBLE, FOR:**

1. Damage to, or damage caused by, parts that have been incorrectly installed, serviced, or otherwise adjusted.
2. Damage caused by misuse, abuse, negligence, or in an accident
3. Failure to observe care instructions, including without limitation, incorrect installation or maintenance
4. Unauthorized modification or alteration, including without limitation, any repair performed by anyone other than us or our authorized servicer, or outside of our recommendations.
5. Parts manufactured by third parties or other manufacturers (ex. groupsets, wheels, etc) You must consult the manufacturer for any issues related to such parts.
6. Products purchased from unauthorized dealers, including without limitation, products purchased through: (i) third party auction sites (ii) unauthorized dealers selling via third party marketplaces, or (iii) dealers selling altered or modified products
7. Counterfeit products
8. Products purchased "second-hand", "used", "as-is", or expressly "without warranty"
9. Soft goods such as apparel or any consumable wear parts such as brake pads, tires, bar tape, bearings, decals, bar end plugs, spokes, etc...)
10. Painted surfaces and aesthetic finishes such as bead blasted, brushed or polished titanium.

**LIMITATION OF LIABILITY** Except as described herein, and to the extent permitted by law, in no event shall we or our third-party suppliers be liable for direct, indirect, special, incidental or consequential damages. Some states, countries and provinces do not allow exclusion or limitation of incidental damages, so the above limitation may not apply to you

**GOVERNING LAW** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Victoria and the Courts of that State have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement or any matter arising from it. The parties irrevocably waive any right they may have to object to any action being brought in those Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.