GENERAL POLICIES

Learn About Your Purchase

We recommend you take time to get to know your new bike and accessories. Practice riding in a safe open area, with e-bike power off, until you feel confident riding in more challenging terrain. Practice builds confidence and competence over time. Wear a helmet. Take your time. In the event there is a disagreement between Archer's and the Customer, only the Terms and Conditions contained herein take precedence. Verbal statements are not included in the agreement. Archer Motorsports, Inc., dba Archer's Bikes, is an Arizona Corporation referred to herein as "AB," "Archer's," "Archer's Bikes'" or other references as the "Company." Bicycles, trikes, E-bikes, etc. are referred to collectively as "Vehicles."

In-Store Pickup

Most orders will be ready within one or two business days. Please remember that some items may need additional processing time to transfer from off-site locations. Other items may require additional processing time for assembly. We will call or email you once your order is ready for in-store pickup. If you need an item immediately, you can call us to confirm the product is available before heading to our store. Unless special arrangements are made in advance, special orders must be picked up within 15 days, or a 10% restocking fee will be charged. If you pay for an item online and pick up the item in the store, the card used and an ID are required to pick up the item, unless other arrangements are made in advance.

Online Orders

All products are sold under the policies of the respective Manufacturer or Retailer. All assembly instructions on the manufacturer's or retailer's operating directions must be followed when using any product purchased through Archer's Bikes. Specifically, bikes should be assembled by a qualified bike mechanic to ensure correct assembly. Archer's Bikes will not be responsible for damage or injury caused by improper assembly of products purchased through our website or other websites (Amazon, Craig's List, e-Bay, Google, BikeExchange, etc.) or if directions and instructions for proper use are not followed. You may only qualify for applicable manufacturer or retailer warranty if you follow their assembly and use policies. Please consult the Manufacturer or Retailer's policies before assembly and use of your product.

Some variations do occur during manufacturing. As a result, appearance, specifications, and price are subject to change without notice. Used, new, and refurbished sales are final and not refundable or returnable unless noted otherwise on your sales receipt.

Pricing mistakes - If an item is priced incorrectly online, we reserve the right to cancel the order and refund the customer's money because of pricing errors (or for any other reason). All "sale" or discounted item purchases are sold as-is, with no returns or refunds.

Note: We do not do house calls for bike issues that have been delivered. Unfortunately, we do not have an emergency road repair service – we cannot come and get you. Flat tires, brake issues, and shifting are wear items – you must bring the bike to us for adjustment. We do not pay for others to make repairs.

Sale Items & Closeouts

All items listed on sale or closeout are limited to stock on hand. Occasionally, a bike ordered online may be sold simultaneously as an in-store purchase. If ordering online, we will let you know if the item is unavailable. However, we will ask the supplier and see if any items are left at the closeout price. Regardless, you will not be charged for a bike that becomes unavailable.

Special Orders

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

Free Checkups

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

Back Orders

Occasionally, some items are unexpectedly out of stock or unavailable and may be back-ordered. If this should occur, we will only bill your credit card for merchandise that is actually shipped. The total shipping charge for orders split into multiple shipments will be, at most, the amount quoted on the original order.

Shipping

Shipping options are available for most apparel and accessory items. Orders typically ship within three business days of being placed.

Due to our dealer agreements, some bikes may not be eligible for shipping.

If we ship a bike to you, we recommend that you have the bike assembled by a professional bike shop. Used, demo, scratch and dent, and refurbished bikes are sold as-is.

Due to territory restrictions, customers must take possession of most new bike purchases at the store. Claims for damages due to shipping must be made to the carrier. New and used bicycles are sold as-is, with no returns. Please make certain this is the item you want before ordering.

Please allow at least seven business days for bicycles to be processed and delivered. Some bikes must go by truck due to weight or other restrictions and may take longer. Orders usually ship three business days after being placed.

We do not ship outside of the Contiguous USA. Call for special shipping to Alaska and Hawaii. We do not offer international shipping at this time.

If an item arrives damaged due to shipping or is lost by the shipper, the Customer must make a claim to the shipper for relief. If the Customer makes a claim or dispute, the Customer must deliver the merchandise or vehicle, at the Customer's expense, to AB's main office location for relief. Shipping charges are non-refundable.

Shipping charges and delivery fees depend on weight and distance from the shop. We only ship within the contiguous United States. Oversized & hazardous materials are subject to additional costs for packing and shipping. Your quote for shipping is shown at checkout but is not a guarantee. Some items may be subject to additional shipping and handling charges.

Disruptions to the Supply Chain

Archer's Bikes cannot guarantee delivery dates. Furthermore, many manufacturers are making substitutions because parts are difficult to find. These substitutions are to be of equal performance and quality. Furthermore, some paint and color changes may occur. Archer's Bikes cannot guarantee that the specifications, color, or parts will perfectly match the pictures shown online. All substitutions or changes to color may occur without notice.

Information Security

We protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts all of the information you provide to us and prevents outside parties from being able to "see" your transaction information. When your account information is displayed on your screen, we only display the last five digits of your credit

card numbers. You also have the choice of whether or not to save credit card information with us in your Online Account.

Return, Exchange, and Refund Policy of Online Orders

If there's a problem with something you bought from us, please give us a call within ten days of receipt of the item to see if it can be resolved. We do not offer an unconditional satisfaction guarantee on any products; however, due to our high level of customer service, we will always endeavor to keep customers happy and satisfied. Once a vehicle is unpacked and ridden, it is not returnable. If your product is faulty or the wrong item, we may replace it with the same product, provide repair parts, or repair the item at our shop. If we cannot remedy the issue, we may offer you the option of choosing another product of the same value or a full or partial refund. All authorized returns shipped to us must have a return authorization number to be considered for exchange or repair, and the return authorization number must be clearly marked on the outside of the package. You can bring the item to our store or ship it back, but we do not pay for return shipping. Ship authorized returns via insured Ground UPS or insured US Mail (we do not accept CODs). Used vehicles/bicycles and used merchandise are sold as-is. Damaged items that cannot be resold as new or not in the original, unopened packaging, or otherwise altered are subject to a restocking or refurbishing fee (min. 10% of the purchase price). Labor, shipping, and service charges are non-refundable. In any dispute, no refund or exchange is offered after 30 days. In any case, resolution or dispute, the item must be returned to Archer's Bikes to be considered for adjustment. We must receive a return or exchange within 30 days of delivery to be considered for relief. Please send us a copy of this completed form and include a copy in the shipping container. New and Used Vehicles, Used and discounted ("Sale") merchandise purchases are final and not eligible for return, exchange, or refund.

Electrical and electronic devices and tubes are generally not returnable because we need a way to verify that they have not been used. Therefore, they are not re-sellable. For example, most buyers do not want to buy a new electrical part if it has been used at some point. All "sale" or discounted item purchases are sold as-is, with no returns or refunds.

Contact Information For Returns or Exchanges

To obtain a return authorization for qualified products, call our main store at 1-480-275-5818 and ask for the returns department, send us an e-mail at info@archersbikes.com, or send a communication via US Mail at 1530 N Country Club Dr, Mesa, AZ 85201. Please include as much detail as possible to help us identify the issue and product: Product description, purchase date, date the product was received, name/address/phone/email of buyer, complaint, or issue. Please complete this form.

Pricing & Specifications

All prices are subject to change without notice. Call the store to verify the price and availability. Due to supply chain issues and supplier/manufacturer substitutions, changes may occur to the specifications and color without notice. Items advertised on sale are subject to availability and only apply to items that are in stock. No rain checks.

Limitation and Disclaimer of Warranties

Any warranties on the bicycle, e-bike, trike, or other vehicle (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's 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, chains, etc.). The 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 before Customer possession. Any mechanical defect found by Customer after taking possession—other than those caused by Customer or by the Customer's negligence or as the consequence of others—during the warranty period will be repaired at no labor cost to the Customer. Any warranty does not cover flat tires.

Repairs to Customer’s bicycle, e-bike, trike, or other vehicle (collectively “vehicle”) are warrantied for 30 days from customer possession. This Limited Warranty only covers the labor to repair the listed problem or defect. The Customer must deliver the bike to AB for any repair warranty claims. The Customer accepts repairs "as-is" and agrees that they have thoroughly inspected the bike to their total satisfaction before possession. All warranties are made void if any repair performed by AB has been tampered with, altered, or repaired by any person not expressly authorized by AB or repair made by any other party not specifically authorized by the manufacturer. In any event or dispute, the Customer agrees that the maximum amount for damages of any kind shall not exceed the cost of the service. The customer's sole remedy for damages will be repair or refund. Labor charges are not refundable. Customer and AB mutually agree that any dispute arising as a result of this sale will be arbitrated under the rules of the American Arbitration Association and that the decision made will be final.

Mobile Services & Delivery

For services rendered remotely and for deliveries, some warranties may apply to the vehicle, parts, or work done. If the Customer had the vehicle delivered to their location or the repair was done remotely, the Customer is responsible for bringing the vehicle to the shop for remedy of warranties and claims. The Customer is responsible for additional mobile service or trip charges, regardless of warranties.

Special Conditions for Motor-Operated Bikes and Kits

In addition to the conditions contained herein, any vehicle or kit, new or used, assembled from a kit or un-assembled, by AB or by anyone else, that utilizes a motor, is hereby excluded from any and all repair warranties, expressed or implied.

Dealer Additions and Deletion of Accessories

Customers may request AB to make the additions and deletions of accessories. The customer understands and agrees that certain parts or merchandise additions may not conform precisely with factory-installed additions. The customer understands that AB may already have added equipment or accessories to the vehicle.

Damages

The customer agrees the maximum amount recoverable for damages of any kind shall not exceed the cost of the merchandise, vehicle or service. The Customer's sole remedy for damages or claims of any type will be repair or refund.

Customer Possession

Once the Customer takes possession of the vehicle or item, we leave the Customer's location (Mobile Service), or the Customer leaves the business property of AB with the vehicle, the Customer accepts the vehicle as complete and to their full satisfaction.

Acknowledgement of Risk and Limitation of Liability

The 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, the 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. Always wear a helmet. Please take a look at your vehicle for safe operation before every ride.

Battery Safety

Leaving the battery on the charger might be dangerous should the circuitry malfunction in the battery or the charger. Furthermore, it's best not to leave any charging battery unattended to be safe. It is an electrical appliance, and the safest way to handle it is never to leave it unattended, especially overnight, and limit the charging time to four hours. If it is not charged in four hours, give it a break to cool off. The charger and the battery may get warm, but never too hot to touch. Finally, always refer to the manufacturer's guidelines for properly using your battery and charger.

If your battery shows signs of swelling, hot spots, or damaged electrical terminals, stop using it. Recycle it properly, referring to the manufacturer's guidelines.

Local Returns

With a copy of your Sales Receipt, the Customer may return any new merchandise (does not apply to bikes or vehicles) 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 new or used vehicles or used merchandise sales are final and may not be returned for refund. Used Vehicles may be considered for exchange within ten days of original purchase or 20 miles, whichever is sooner, for full in-store credit, less 10% of the purchase price, applied to any other vehicle of equal or greater value, as long as the vehicle being exchanged is in original or better condition as it was at the time of purchase. In any case, customizations, installation labor, installed merchandise, and assembly charges are non-refundable. AB reserves the right to discount or reject the exchange request at its full and sole discretion. A cleaning or rental fee may be applied. Labor charges are non-refundable. All "sale" or discounted item purchases are sold as-is, with no returns or refunds.

Special Orders

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

Layaway

At AB's sole discretion, selected items may be held for up to 30 days on deposit. Customers may make payments toward the item at any time during the 30 days. The initial deposit for the item is non-refundable and forfeited by the Customer at the end of the 30-day holding period if the balance is not paid in full. Additional payments made during or after the hold period will be forfeited 30 days after the payment. The customer may pay the

balance due at any time during the hold period and redeem the item, completing the transaction. Payments and deposits do not accrue interest. Forfeited deposits will be considered fair compensation to AB as liquidated damages for removing the item for sale, administrative costs, and storage.

Accounts, Store Credit, and Gift Cards

Purchases made on account must be paid in full every 30 days. 1.5% interest per month will accrue on past-due accounts. Store credit must be used in 90 days or less. Credit account balances for store credit or deposits over 90 days old are forfeited. No interest will accrue on unused store credit. Gift cards expire one year from the date of issue. After one year, the balance will be forfeited. Failed and/or disputed transactions may be subject to a minimum handling fee of $35 and a 10% restocking fee.