TERMS AND CONDITIONS OF SALE
LIMITATION ON AND DISCLAIMER OF WARRANTIES

WARRANTY: 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 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. Flat tires are not covered by any warranty.

SPECIAL CONDITIONS FOR MOTOR OPERATED BIKES AND KITS: In addition to the conditions contained herein, any vehicle or kit, pedal or electric, 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 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. Always wear a helmet. Inspect your vehicle for safe operation before every ride.

RETURNS AND SATISFACTION GUARANTEE: With a copy of this Sales Receipt, Customer may return any new merchandise (not bikes or other 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, used or discounted "sale" merchandise purchases are final and may not be returned for refund. Used Vehicles may be considered for *exchange* within 10 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. 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.

SPECIAL ORDERS: For customized items or special orders placed by Customer, a non-refundable deposit may be required to place the order. In addition, Customer will be responsible for any restocking charges or return fees assessed by the supplier, 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. All store credit balances are forfeited after 90 days of disuse. Gift card balances are forfeited after one year of disuse.

FREE HEALTH CHECKUP: 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.