

# Consumer Purchase Terms and Conditions

## Elecruiser

These Consumer Purchase Terms and Conditions (the “**Terms**”) are a legal agreement between you and TechLeader Inc., a Florida corporation dba ELECRUISER (“**ELECRUISER**”, “**us**” or “**we**”), and apply to all consumer purchases by you of any model of ELECRUISER’s electric bikes and electric scooters (“**ebike(s)**”) and/or related accessories or other products offered by ELECRUISER (collectively with ebikes, the “**Products**”) in the United States only. By purchasing any Products from ELECRUISER, whether online or at our showroom, or by using the Products you thereby agree to these Terms in their entirety. **Please read these Terms carefully as they list your obligations and rights and include a requirement that all disputes that you may have under these Terms be taken to arbitration, instead of a jury trial or class action.**

## 1. Application

These Terms apply to your purchase of the Products and use of the ebikes. Other interactions that you have with ELECRUISER are subject to other agreements, including the:

1. Limited Warranty Terms
2. Terms of Use
3. Privacy Notice
4. Owner’s Manual

A copy of these Terms and all other documents which apply to your purchase of Products are available for you to read on our website.

## 2. Ebike Online Or In-Store Orders

In the event you are purchasing an ebike

1. by ordering online,
2. in an ELECRUISER retail store (as opposed to a direct purchase in store of in-stock
3. item),

your order of an ebike is an offer to buy.

We reserve the right at any time, even after we send you a confirmation email, to decline or cancel your order or to limit order quantities for any reason, including errors or suspected fraud.

From time to time, in its sole discretion, ELECRUISER may promote special offers, codes or referral programs for certain sales or product launches. Special offers, codes, and referral programs may not be combined and ELECRUISER reserves the right to end or pause all such offers, codes, or programs at any time.

### 3. Shipping

- a. At ELECRUISER'S discretion, we will only ship to the 48 contiguous United States. (For clarity, we DO NOT ship to Alaska, Hawaii, Puerto Rico, or other U.S. territories.)
- b. We will use FedEx or other parcel service to ship your order. We DO NOT ship to PO BOXES or APO.
- c. Orders containing discounted merchandise may take an additional forty-eight (48) hours to process.
- d. You are solely responsible for ensuring you comply with all applicable local/state/federal regulations concerning the import and use of electric bicycles. Acceptance of orders outside of the United States shall be in ELECRUISER's sole discretion.
- e. Any changes that you make regarding shipping once the item is shipped, including but not limited to changing the address, putting an order on hold, or updating shipping settings/preferences may delay your receipt of the Products and replacement Products and/or refunds. ***If you would like to change the color or size of your ebike, you must do so prior to your order.***
- f. Please note we are not responsible for any lost, stolen, or damaged items due to the actions or inactions of FedEx, UPS, or any other parcel service.
- g. You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are non-refundable. We recommend using a trackable shipping service and purchasing shipping. We cannot guarantee that we will receive the item you are attempting to return. For more information regarding our limited warranty and claims process, please review our Limited Warranty Terms, which are incorporated into by reference and form a part of these Terms.
- h. For any third-party shipping outside of ELECRUISER's normal shipping process, ELECRUISER cannot provide ANY additional shipping information or documentation.

### 4. Ownership

Title to all Products ordered by you and risk of loss to such Products will transfer to you at the time such Products leave the store whether with you or for delivery to you. Notwithstanding the foregoing, if we have not received payment in full for the Products prior to their delivery, then the Products will remain our property until such time as payment is received in full. We reserve the right (subject to applicable law) to terminate your right to use the Products if payment is not made when due, or if the credit/debit card company declines payment or requires us to return any payment made for the Products, for any reason.

### 5. Returns Policy

**In order to undertake a valid return, you must obtain written approval for such return from ELECRUISER, which can be obtained by contacting ELECRUISER. . Any Products sent back to ELECRUISER by you without the written consent of ELECRUISER shall be rejected and returned to you at your cost.**

- a. Purchased Products that have not yet shipped shall be subject to a ten percent (10%) processing fee.

## 6. Ebike Returns

***Free returns within seven (7) days of delivery.*** To return an ebike that is not defective or damaged, you must contact ELECRUISER within seven (7) days of your receipt of the ebike. The ebike must have less than ten (10) miles on the odometer, be free of any wear and tear, dirt, dust, fragrance, or any other signs of use and must be in the same packaging and condition that you receive it and must include all items that were inside the box (charger, keys, hardware, etc.). You must receive prior authorization from ELECRUISER. Any warranty issues must be resolved prior to processing a return. Returns are not allowed after seven (7) days of the delivery date.

- a. Pre-Orders and Backorders and Pre-Order/Backorder Cancellations. Our backorder process is for ebikes that have already been available but are temporarily out of stock. For all pre-orders and backorders, your credit/debit card will be charged immediately. There will be no delay in payment collection, regardless of when the item is expected to ship.
- b. Accessory and Replacement Parts. Any purchase of accessories or receipt of a replacement part under the Limited Warranty shall be eligible for return within seven (7) days of receipt. Any returned accessory or replacement part must be unused, free of any wear and tear, dirt, dust, fragrance, or any other signs of use and must be sealed and unopened in the same packaging and condition in which you received it. You will be responsible for paying for shipping both ways and will be subject to a twenty-five percent (25%) restocking fee.
- c. Non-returnable/non-refundable Items. Electric scooters, used Products, batteries, special orders, sale items, gift cards and gifted orders shall not be returnable except in EXTREME cases of breakage/malfunction covered by our warranty, and then only after receipt of our approval for the return. “Built and Delivered” fees are nonrefundable. Please return all approved returns to the ELECRUISER store for processing.

## 7. Ebike Performance

Please note that information regarding the expected range on a single charge on one of our ebikes is an estimate, not a guarantee. There are many factors that contribute to actual, real-world range for an ebike battery such as age of the battery, temperature, level of assist, speed, payload, and terrain. Given the right conditions, it is possible to get less than the expected minimum range or greater than the expected maximum range. ELECRUISER reserves the right to use substitute parts, material, or equipment of equivalent quality and value that meet ELECRUISER’s strict standards).

- a. Alteration. Any alterations, modifications, or other changes made by you to an ebike following your purchase which affect the safety, operation, or mechanics of the ebike shall void the Limited Warranty and shall be at your sole risk of harm.

## 8. Payments

Payments may be declined or returned to you, in ELECRUISER’s sole discretion, for any reason or no reason at all. If we accept a pre-order of any Product, your account, credit card, or other payment mechanism will be charged upon approval by ELECRUISER, regardless of when your purchase is expected to ship. If any credit card chargeback of any amount is issued on an order, the Limited Warranty for that order will be paused until the chargeback has been resolved.

- a. Tax. All applicable taxes (including sales tax) will be collected on all orders where such taxes are required to be collected.
- b. Financing. For qualified purchasers, ebikes may be financed through ELECRUISER's consumer financing partners, if available. The necessary qualifications for financing an ebike purchase, and your rights and obligations associated with such purchase, are solely determined by the consumer financing partner. It is your responsibility to review and understand all terms and conditions associated with financing an ebike purchase, and you hereby acknowledge that ELECRUISER is no way responsible for any such financing.

## **9. Liability**

WE ARE ONLY LIABLE TO YOU FOR LOSSES WHICH YOU SUFFER AS A DIRECT RESULT OF OUR BREACH OF THESE TERMS AND WHICH ARE REASONABLY FORESEEABLE. OUR LIABILITY FOR SUCH LOSSES SHALL BE NO MORE THAN THE AMOUNT OF PURCHASE OF OUR PRODUCTS GIVING RISE TO SUCH LOSSES. WE ARE NOT LIABLE FOR ANY OTHER LOSSES. THESE TERMS DO NOT EXCLUDE OR LIMIT OUR LIABILITY (IF ANY) FOR:

1. (i) DEATH OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE;
2. (ii) FRAUD;
3. (iii) FRAUDULENT MISREPRESENTATION; OR
4. (iv) ANY MATTER WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE OR ATTEMPT TO EXCLUDE OUR LIABILITY.

YOU MAY HAVE OTHER RIGHTS GRANTED BY LAW AND THESE TERMS DO NOT AFFECT SUCH RIGHTS.

We recommend contacting your insurance provider to determine if your current insurance policy would cover you in the event of an accident.

## **10. Disclaimer of Implied Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS OFFERED BY ELECRUISER, INCLUDING BUT NOT LIMITED TO THE EBIKES, ARE WARRANTED ONLY TO THE EXTENT EXPRESSLY STATED IN THE APPLICABLE PRODUCT WARRANTY PROVIDED WITH YOUR PRODUCT. OTHERWISE, THE PRODUCTS ARE PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. ELECRUISER AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT.

IN PARTICULAR, ELECRUISER, ITS AFFILIATES, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY:

(A) THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS;

(B) THAT ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR

(C) THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED.

## **11. Disclaimer of Certain Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ELECRUISER OR ANY OF ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE PRODUCTS, EVEN IF ELECRUISER, ITS AFFILIATES OR ANY SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. Acknowledgement and Indemnification**

You acknowledge that there are inherent anticipated and unanticipated risks and dangers involved with the use of our Products, including the ebikes, whether intended or as a result of misuse. You understand that such risks can result in injury, death, illness or disease, physical or mental damage to yourself, your property, other third parties and their property, or to the property of ELECRUISER. You agree to release, waive, defend, indemnify, and hold ELECRUISER and its directors, officers, employees, agents, members, partners, suppliers, and licensors harmless and will keep them indemnified from any claim or demand, including reasonable attorneys' fees, relating to or arising from:

(a) your purchase or use of any Products;

(b) any violation by you of these Terms; or

(c) your violation of another party's rights or applicable law.

ELECRUISER reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with ELECRUISER in asserting any available defenses.

## **13. Dispute Resolution and Binding Arbitration**

**THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AMERICAN ARBITRATION ASSOCIATION'S COMPREHENSIVE ARBITRATION RULES. YOU AND ELECRUISER AGREE TO RESOLVE ANY DISPUTES BETWEEN US EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS, WHICH**

MEANS YOU AND ELECRUISER WAIVE ANY RIGHT TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY, OR AS PART OF A CLASS ACTION, A REPRESENTATIVE ACTION, A CONSOLIDATED ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

- a. This arbitration requirement applies to any claim or dispute of any kind (whether in contract, tort, or otherwise, whether pre-existing, present, or future, and including statutory, common law, or equitable) between you and ELECRUISER, its affiliates, agents, employees, successors, assigns, direct and indirect subsidiaries, and any third party providing any products or services to you in connection with your purchase that relates in any way to your purchase of the Products, these Terms, or ELECRUISER's marketing or advertising ("Claims").
- b. You still have the right to bring individual Claims in small claims court, to the extent that you qualify.
- c. ELECRUISER will pay the arbitration/arbitrator fees.
- d. Arbitration shall be administered by the American Arbitration Association (AAA), subject to its Consumer Arbitration Rules, available at (800) 778-7879 and [www.adr.org](http://www.adr.org)
- e. Discovery shall be permitted in arbitration subject to AAA Consumer Arbitration Rules.
- f. The arbitrator shall have exclusive authority to resolve any arbitrability issues including any dispute over these Terms or this arbitration provision's scope, application, meaning, and enforceability. The arbitrator shall be empowered to grant whatever relief would be available in court. Any award of the arbitrator(s) shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- g. Claims may not be arbitrated on a class or representative basis. You and ELECRUISER agree to arbitration only on an individual basis. Neither you nor ELECRUISER may join or consolidate claims of others or participate in any claim as a class representative or a class member. If any portion of this arbitration agreement is found unenforceable, the unenforceable portion shall be severed, and the remaining arbitration terms shall be enforced (but in no event will there be a class arbitration). This paragraph controls over any inconsistent term in any other agreement.
- h. You and ELECRUISER agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.
- i. This arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).

## **14. Notice and Updates**

ELECRUISER will provide all notices (including legal process) that ELECRUISER is required to give by any lawful method, including by making notice available through the Site or by sending it to any e-mail or mailing address that you provide to ELECRUISER. You acknowledge that if you do not provide ELECRUISER with current and accurate contact information, ELECRUISER may not be able to contact you. You agree to send ELECRUISER notice by mailing it to:

Elecruiser Legal Department

1954 NE 5<sup>th</sup> Avenue Boca Raton, Florida 33431

## **15. Governing Law**

These Terms and any disputes between you and ELECRUISER will be governed by the laws of the State of Florida, without regard to conflicts of laws.

## **16. General**

Section titles are only for convenience and have no legal or contractual significance. Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely.” ELECRUISER’s failure to act with respect to a breach by you or others does not waive its rights to act with respect to subsequent or similar breaches. A waiver will only be binding on ELECRUISER if it is in a written document signed by ELECRUISER. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect. You and ELECRUISER intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and ELECRUISER agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. ELECRUISER may assign its rights and delegate its obligations under these Terms, in whole or in part, at any time with or without notice to you, and these Terms will be binding upon and inure to the benefit of ELECRUISER’s successors and assigns. ELECRUISER shall have the right to assign these Terms, at its sole discretion, without notice to you. You may not assign, transfer or sublicense your rights (if any). These Terms (including any incorporated terms) and any Additional Terms constitute the entire agreement between you and ELECRUISER with respect to the Site. Both you and ELECRUISER warrant to each other that, in entering this agreement, neither ELECRUISER nor you have relied on nor will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms (including any incorporated terms) and any Additional Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and ELECRUISER, or ELECRUISER’s successors and assigns, will have any right to enforce these Terms.

## **17. How To Contact ELECRUISER**

If you have any questions or comments regarding these Terms, you may contact ELECRUISER by any of the methods available on our website at [www.elecruiser.com](http://www.elecruiser.com) or by mail at the following address:

1954 NE 5<sup>th</sup> Avenue Boca Raton, Florida 33431; ATTN: Legal Department.