

# **CYCLES MAXIMUS™**

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Cycles Maximus Ltd Company Number 09085667

## **Terms and Conditions of Sale**

### **1. Definitions**

- 1.1 "Buyer" means the person who buys or agrees to buy the Products from the Seller.
- 1.2 "Seller" means Cycles Maximus Ltd of Studio 121, 3 Edgar Buildings, George St, Bath, BA1 2FJ, UK
- 1.3 "Conditions" means the terms and conditions of sales set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.4 "Contract" means the contract for the sale and purchase of the Products subject to the Conditions.
- 1.5 "Delivery Date" means the date specified by the Seller when the Products are to be delivered.
- 1.6 "Price" means the price for the Products including carriage, packing and VAT.
- 1.7 "Products" means those goods specified in the Seller's written quotation which is accepted by the Buyer or in any written order of the buyer which is accepted by the Seller .

### **2. Conditions Applicable**

- 2.1 Nothing in the Conditions shall affect the Buyer's statutory rights.
- 2.2 The Seller shall sell and the Buyer shall purchase the Products in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order fo the buyer which is accepted by the Seller, subject in any case to the conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.3 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 2.4 If any provision of the Conditions is adjudged invalid or unenforceable in whole or in part, the validity of the remainder of the conditions shall not be affected.

### **3. Payment and Deposit**

- 3.1 Any typographical or clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 3.2 Where the Products are held in stock by the Seller at the time the Buyer places an order, payment of the Price shall be due at the date of the order. Where the Products, including any bespoke or personalised items, are not held in stock by the Seller at the time the buyer places an order, payment of a non refundable deposit of 50% of the Price shall be due at the date of the order. The remaining 50% of the Price shall be due when the Seller notifies the Buyer that the products are ready for delivery. If the Buyer fails to make payment as required the Seller may suspend delivery of the Products or any further Products ordered until payment is made in full.

### **4. Cancellation & Returns**

4.1 A Buyer who is contracting as a consumer may (in relation to a Contract for goods or services which is concluded between the Buyer and the Seller under an organised distance sales or service provision scheme run by the seller who, for the purposes of the Contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded) cancel the Contract at any time within seven working days, beginning on the day after receipt of the Products. In this case the Buyer will receive a full refund of the price paid for the Products.

4.2 To cancel the Contract pursuant to clause 4.1 above, the Buyer must inform the Seller in writing. The buyer must also return the Products to the Seller immediately, in the same condition in which the Buyer received them and at the buyer's own cost and risk. The buyer has a legal obligation to take reasonable care of the Products while they are in his/her possession. If the buyer fails to comply with this obligation, the Seller may have a right of action against the buyer for compensation.

4.3 The Buyer will not have any right to cancel a Contract for the supply of any Products made to the Buyer's specification or clearly personalised.

## **5. Delivery**

5.1 Delivery of the Products shall be made by the Seller or its agent notifying the Buyer that the Products are available for collection at the Seller's premises or by delivery to such place as the Buyer may specify at the time the order is placed.

5.2 The Seller shall use his reasonable endeavours to meet any Delivery Date.

5.3 In any event time of delivery shall not be of the essence.

5.4 The Buyer shall have full responsibility for ensuring that there is suitable delivery access for all Products that are ordered. The Seller accepts no responsibility for failure to deliver any item due to restricted access.

## **6. Title and Risk**

6.1 Risk and damage to or loss of the Products shall pass to the Buyer upon delivery.

6.2 All Products will remain the property of the Seller until paid for in full.

## **7. Warranties**

7.1 The Seller warrants that the axles, axle bearings, differential, metal frames of body modules, TractionDrive motor (excluding brushes) and TractionDrive controller comprised within the Products shall be free from material defects in material and workmanship for 1 year from the Delivery Date and that the main chassis, forks and handlebars shall be free from material defects in material and workmanship for 5 years from the Delivery Date. The Seller warrants that other components comprised within the Products not listed above shall be free from material defects in material and workmanship for thirty (30) days from the Delivery Date.

7.2 The warranties set out at Condition 7.1 above shall not apply and the Seller shall have no liability to the buyer in respect of any defect arising from fair wear and tear, wilful damage, negligence or misuse of the Products (where misuse of the Products shall include their use on cobbled streets, off-road or on other inappropriate terrain).

## **8. Warranties**

8.1 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, unless fraudulent, or any implied warranty, condition or other term, or any duty at common law, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever, whether caused by the negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of the Products, including any delay in supplying or any failure to supply the Products at all, or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Products, except as expressly provided for in the Conditions.

8.2 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, reduction in or unavailability of power at the Seller's premises, manufacturing plant or its agent's premises, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

8.3 The Buyer shall not, without the prior written consent of the Seller, assign or transfer any of its rights and

obligations under or arising out of the contract or purport to do any of the same.

## **9. Privacy Policy**

9.1 We are committed to safeguarding the privacy of our website visitors. Cycles Maximus Ltd., will not share your information with any other companies and will not provide your information to any third parties generally except in exceptional circumstances that are set out in this privacy policy.

9.2 You may instruct us to provide you with any personal information that we hold about you. Provision of such information may be subject to the payment of a fee currently fixed at 20.00 GBP.

9.3 We may collect, store and use the following kinds of personal data:

Information about your computer and about your visits to and use of this website, such as your IP address, geographical location, browser type, referral source, length of visit and number of page views.

Information that you provide to us for the purpose of registering with us;

Information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters;

Any other information that you choose to send to us.

9.4 Personal data submitted on this website may be used to: 1. Administer the website;2. Enable your use of the services available on the website;3. Send you email notifications and updates which you have specifically requested; 4. Deal with enquiries and complaints made by or about you relating to the website.

9.5 In addition to the disclosures reasonably necessary for the purposes identified above, we may disclose information about you:

To the extent that we are required to do so by law;

In connection with any legal proceedings or prospective legal proceedings;

In order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk).

9.6 We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. We will store all the personal information you provide on our secure servers. Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

9.7 We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may send a cookie which may be stored by your browser on your computer's hard drive. We may use the information we obtain from the cookie in the administration of this website, to improve the website's usability. Most browsers allow you to refuse to accept cookies (for example, in Internet Explorer you can refuse all cookies by clicking "Tools", "Internet Options", and selecting "Block all cookies" using the the sliding selector) but this will have a negative impact upon the usability of many websites.

9.8 Details of credit cards and other payment methods will not be stored.