



Echo101-PLUS



EBIKE TERMS AND CONDITIONS

THIS IS AN IMPORTANT LEGAL DOCUMENT. PLEASE READ IT CAREFULLY AND MAKE SURE THAT YOU ARE SATISFIED THAT YOU UNDERSTAND THESE TERMS AND CONDITIONS BEFORE YOU ACCEPT OR SIGN.

By signing this document, you (the “**Client**”) hereby agree to the following terms and conditions which shall be binding from the date of signature hereof (“**Terms & Conditions**”):

1. INTRODUCTION

- 1.1. Echo101-Plus Ltd (“**Supplier**”) is authorized to supply Eplus electronic bicycle (“**eBike**”) software and hardware (“**Products**”), and certain services (including, installation, repair & support) in connection therewith (“**Services**”), under licence, which Products and Services (or combination thereof) may alter, amend, modify or otherwise enhance an existing eBike.
- 1.2. **Some of these Terms & Conditions may be in “bold” text and/or underlined and requires your specific attention, it does not however mean that other remaining provisions do not require your attention and are not equally important.**

2. SUPPLY

- 2.1. The Client acknowledges that the supply of any Products and/or Services will be subject to these Terms & Conditions which shall be binding on the Client.
- 2.2. **The Client authorizes the Supplier to perform modification or enhancement works (incorporating the Products & Services) to the Client’s eBike and acknowledges that the modifications or enhancements supplied by the Supplier will be consistent with the standards pursuant to the manufacturer guidelines and applicable laws, and fit for the purpose as quoted, discussed and/or advertised.**
- 2.3. **The Client authorizes the Supplier to perform modification or enhancement works to the Client’s eBike as quoted, discussed and/or advertised, and understands and assumes all responsibilities of the risks and outcomes associated with such works performed, and the Client records that it has not relied on any representations made, or undertakings given, by the Supplier.**



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3. ASSUMPTION OF RISK & LIABILITY

- 3.1. The Client acknowledges and understands that the modifications or enhancements to the Client's eBike may have the effect of voiding manufacturer guarantees, warranties or insurances and may cause damage or disruption to the software and hardware components of the Client's eBike. The Client, however, accepts such possibilities and associated risk, and agrees to indemnify the Supplier, and will not hold the Supplier liable or responsible, for any guarantees, warranties or insurances that may be adversely affected or any claims, damages and losses arising from or in connection with the modifications or enhancements carried out by the Supplier.
- 3.2. The Client acknowledges and understands that using an eBike with a net power output exceeding 250 watts (of which the output is not progressively reduced and finally cut-off) or at speeds greater than 25km/h in public spaces, including roads, squares and cycling paths is prohibited by law, and any eBike in respect of which the Supplier has carried out modifications or enhancement works may only be used in areas such as private tracks or properties. The Client remains fully responsible for complying with all relevant laws and regulations with regard to the use of an eBike (whether modified or enhanced, or not), and the Client agrees to indemnify the Supplier, and will not hold the Supplier liable or responsible, for any contraventions of such laws and consequences for any illegal use of a modified or enhanced eBike, including imposed fines, charges, impoundments or any other legal action taken against the Client or third parties.
- 3.3. The Client acknowledges and understands that using an eBike is a dangerous activity with inherent risk, danger and hazards, whether as a driver or passenger, and any modifications or enhancements to the Client's eBike increases the risk for personal injury to the Client and/or others, loss or damage to the Client's property and to the property of others. The Client agrees to not hold the Supplier liable or responsible in any way for any personal injuries, partial or permanent disability suffered, occurrences of death, or other damages or losses suffered by the Client or third parties whether foreseen or unforeseen as a result of negligence of any party whether passively or actively, which may be caused by use of a modified or enhanced eBike, including damages caused to the eBike itself, and waives the right to bring any claims, actions, demands and suits against the Supplier in such matters.
- 3.4. The Client acknowledges and agrees that the modification or enhancement works to be carried out by the Supplier, in respect of the Client's eBike, constitute after-market installations which may not be specifically designed for, and may not necessarily function with, the Client's eBike and are reasonably carried out on a best effort basis,



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the Client accepts this inherent risk and agrees to not hold the Supplier liable or responsible for any claims, damages or losses in this regard.

3.5. The Client acknowledges and agrees that any modifications or enhancements carried out by the Supplier to its eBike (and the further use thereof) shall be subject to these Terms & Conditions, and the Client shall bear the onus of informing any person which intends to use or acquire such eBike thereof and agrees to indemnify the Supplier for of any claims, damages or losses arising from any act or omission in this regard.

3.6. The Supplier recommends adhering to the bicycle riding standards and road rules (which may vary between jurisdictions) when using a modified or enhanced eBike, including use of a full-face helmet and protective gear. Use of personal protective equipment such as gloves, protective eyewear and body armour designed for mountain biking are also recommended.

4. PAYMENT

4.1. Any quotation provided by the Supplier shall only remain valid and binding for a period of 14 days or such period recorded on the relevant quotation.

4.2. Products and Services shall be supplied on payment thereof, unless the quotation provided to the Client specifies other payment terms or the parties agree otherwise in writing.

4.3. There is no obligation on the Supplier to provide any credit to the Client.

5. LIMITATION OF LIABILITY

5.1. **The Client acknowledges and agrees that the Supplier will, to the fullest extent permissible by law, not be liable for any claims, damages or losses of whatsoever nature arising from or in connection with any Products or Services supplied, including any modification or enhancement works carried out in respect of the Client's eBike, and the Client agrees to indemnify, and keep indemnified, the Supplier in respect thereof.**

5.2. **The Supplier will under no circumstances whatsoever be liable for any indirect, special and/or consequential claims, damages or losses whatsoever and howsoever arising from or in connection with the Products or Services and the liability of Supplier shall be limited to direct proven losses or damages only.**

5.3. **The aggregate liability of the Supplier arising from or in connection with the Products or Services shall not exceed the total amount paid by the Client to the Supplier.**



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- 5.4. The indemnities and limitations of liability as recorded in these Terms & Conditions which are given in favour of the Supplier shall also, to the extent permissible by law, extend to, and include, any licensor, distributor or manufacturer of the Products.

6. PERSONAL INFORMATION

- 6.1. The Client confirms that the Supplier and/or any other associate of the Supplier may, subject to the applicable laws collect, process, transmit and retain in South Africa and/or in other jurisdictions, personal information, as provided for in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended, which may include (but not be limited to) information such as addresses, identification numbers, registration numbers, bank account details, e-mail addresses, telephone numbers, genders, age, postal addresses and other relevant information ("Personal Information") for the purpose of: (i) supplying Products or Services and giving effect to this Agreement; (ii) complying with the applicable laws; (iii) monitoring for money laundering and/or criminal activity; or (iv) marketing & communication.

- 6.2. Notwithstanding 6.1, the Client may time elect to opt-out of any marketing by the Supplier.

7. CPA

- 7.1. These Terms & Conditions may be subject to the Consumer Protection Act, 2008 ("CPA"), in which case the rights and obligations arising pursuant to the CPA will apply to the parties in respect of these Terms & Conditions, the Products and the Services.

8. NOTICES

- 8.1. The Client's chosen address for giving of any notice, serving of any legal process, or pleading in connection with these Terms & Conditions is the address specified on the acceptance page.

9. GENERAL

- 9.1. These Terms & Conditions will in all respects be governed by, and construed under, the laws of the Republic of South Africa ("**South Africa**").
- 9.2. No party shall be bound by any undertakings, representations, stipulations, warranties, promises, guarantees or the like not recorded herein. No addition to, variation, novation, suspension, waiver, or cancellation of any provision of these Terms & Conditions shall be binding or effective, unless reduced to writing and signed by or on behalf of the Supplier and the Client.



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- 9.3. No indulgence or extension of time which either party (“**Grantor**”) may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or further rights of the Grantor in terms thereof.
- 9.4. Any provision of these Terms & Conditions which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and be severed from the balance of these Terms & Conditions, without invalidating the remaining provisions.
- 9.5. The headings in these Terms & Conditions are for ease of reference only and shall not affect the construction or interpretation hereof.
- 9.6. The Client hereto warrants that it is dully empowered and authorised to accept these Terms & Conditions and has complied with all applicable laws in respect of such authority.

BY ACCEPTING, THE CLIENT CERTIFIES THAT IT HAS READ THESE TERMS & CONDITIONS AND FULLY UNDERSTANDS ITS CONTENT AND EFFECT: