



*Last updated February 21, 2021*

**These Consumer Purchase Terms and Conditions (the “Terms”) are a legal agreement between you and Oh Wow Cycles a California corporation (“Oh Wow Bikes”, “us” or “we”), and apply to all consumer purchases by you of any model of Oh Wow Bikes’s electric bikes (“ebike (s)”) and/or related accessories or other products offered by Oh Wow Bikes (collectively with ebikes, the “Products”) in the United States only. Purchases in Canada and the European Union must be made through their respective websites and are subject to the applicable Terms and Conditions contained on their website. By purchasing any Products from Oh Wow Bikes, 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 Oh Wow Bikes 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 by ordering online or in an Oh Wow Bikes retail store (as opposed to a direct purchase in store of in-stock item) your order of an ebike is an offer to buy. Oh Wow Bikes will send you an email confirming our receipt of your order. Oh Wow Bikes has accepted your order upon shipment of the ebike. 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, Oh Wow Bikes 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 Oh Wow Bikes reserves the right to end or pause all such offers, codes, or programs at any time.**

## **3. Shipping**

**All orders under \$150 qualify for a flat rate \$10 shipping charge. Select orders of \$150 or more may qualify for free shipping. Products excluded from the flat rate shipping and free shipping offer are: Batteries (\$60**

shipping charge per item). Palletized freight orders are subject to additional fees.

We are currently only shipping to the 48 contiguous United States. (For clarity, we DO NOT ship to Alaska, Hawaii, Puerto Rico, or other U.S. territories.)

- A shipping confirmation email will be sent to the email address attached to the order once the order has shipped.
- We will use FedEx or other parcel service to ship your order. We DO NOT ship to PO BOXES or APO.
- Orders containing discounted merchandise may take an additional 48 hours to process.
- For all international orders, you must place the order via our Canadian or European websites, and all such purchases shall be governed by the respective Terms of Purchase located on those websites. 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 Oh Wow Bikes's sole discretion.
- 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 ebike and replacement items and/or refunds if any issues occur. *If you would like to change the color or size of your ebike, you must do so prior to your order being shipped.*

- **Please note we are not responsible for any lost, stolen, or damaged items due to the actions or inactions of FedEx or any other parcel service.**
- **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.**
- **For any third-party shipping outside of Oh Wow Bikes's normal shipping process, Oh Wow Bikes cannot provide ANY additional shipping information or documentation.**
- **Orders placed through our online store (ohwowbikes.com) with the shipping address of an Oh Wow Bikes retail location will be canceled. To purchase Products in-store, please locate an Oh Wow Bikes retail showroom near you.**

#### **4. Ownership**

- **Title to all Products ordered by you and risk of loss to such Products will transfer to you at the time Oh Wow Bikes delivers such Products to the applicable shipping carrier.**
- **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 Oh Wow Bikes, which can be obtained by contacting Oh Wow Bikes at [support@ohwowbikes.com](mailto:support@ohwowbikes.com). Any Products sent back to Oh Wow Bikes by you without the written consent of Oh Wow Bikes shall be rejected and returned to you at your cost.

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

## **6. Ebike Returns**

*15% restocking fee within seven (7) days of delivery.* **To return an ebike that is not defective or damaged, you must contact Oh Wow Bikes within seven (7) days of your receipt of the ebike. The ebike must have less than (20) 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 and a prepaid return shipping label from Oh Wow Bikes. Any warranty issues must be resolved prior to processing a return. Returns are not allowed after seven (7) days of the delivery date.**

- **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.

- **Accessory and Replacement Parts.** Any purchase of accessories or receipt of a replacement part under the Limited Warranty shall be eligible for return within thirty (30) 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.
- **Non-returnable/non-refundable Items.** 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.
- **Refunds.**
  - Any item returned with an order that used a discount code will have the entire discount code value subtracted from the refund value, whether you return one ebike or multiple ebikes.
  - Refunds will be made after the Ebike is received and inspected.
- **Process.** Please ship all approved returns using the shipping label provided during the return merchandise authorization process.

## **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.**

- **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**

**Our website is powered by WooCommerce made by you to Oh Wow Bikes are processed through Authorize.net's payment portal. Payments may be declined or returned to you, in Oh Wow Bikes'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 Oh Wow Bikes, 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.**

- **Tax. All applicable taxes (including sales tax) will be collected on all orders where such taxes are required to be collected.**

- **Financing.** For qualified purchasers, ebikes may be financed through Oh Wow Bikes's consumer financing partners. 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 Oh Wow Bikes 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: (i) DEATH OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE; (ii) FRAUD; (iii) FRAUDULENT MISREPRESENTATION; OR (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 Oh Wow Bikes, 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. Oh Wow Bikes 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, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, Oh Wow Bikes, 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 Oh Wow Bikes 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 Oh Wow Bikes, 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 Oh Wow Bikes. You agree to release, waive, defend, indemnify, and hold Oh Wow Bikes 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. Oh Wow Bikes 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 Oh Wow Bikes 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 Oh Wow Bikes AGREE TO RESOLVE ANY DISPUTES BETWEEN US EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS, WHICH MEANS YOU AND Oh Wow Bikes 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.**

- **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 Oh Wow Bikes, 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 Oh Wow Bikes's marketing or advertising ("Claims").**
- **You still have the right to bring individual Claims in small claims court, to the extent that you qualify.**
- **Oh Wow Bikes will pay the arbitration/arbitrator fees.**
- **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)**
- **Discovery shall be permitted in arbitration subject to AAA Consumer Arbitration Rules.**
- **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.**

- **Claims may not be arbitrated on a class or representative basis. You and Oh Wow Bikes agree to arbitration only on an individual basis. Neither you nor Oh Wow Bikes 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.**
- **You and Oh Wow Bikes 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.**
- **This arbitration shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA).**

#### **14. Notice and Updates**

**Oh Wow Bikes will provide all notices (including legal process) that Oh Wow Bikes 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 Oh Wow Bikes. You acknowledge that if you do not provide Oh Wow Bikes with current and accurate contact information, Oh Wow Bikes may not be able to contact you. You agree to send Oh Wow Bikes notice by mailing it to:**

**Oh Wow Bikes Co. Legal Department**

**9901 Paramount Blvd. Downey, CA. 90240**

## **15. Governing Law**

**These Terms and any disputes between you and OWB will be governed by the laws of the State of California, 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.” Oh Wow Bikes’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 Oh Wow Bikes if it is in a written document signed by Oh Wow Bikes. 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 Oh Wow Bikes intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and Oh Wow Bikes 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. Oh Wow Bikes 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 Oh Wow Bikes's successors and assigns. Oh Wow Bikes 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 Oh Wow Bikes with respect to the Site. Both you and Oh Wow Bikes warrant to each other that, in entering this agreement, neither Oh Wow Bikes 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 Oh Wow Bikes, or Oh Wow Bikes's successors and assigns, will have any right to enforce these Terms.

#### **17. R-E-S-P-E-C-T Find Out What It Means To Us (hint: a lot!)**

We pride ourselves in being nothing but respectful, kind, patient, friendly, and all other pleasant terms that could fit in the mix, and it is critical that those things are returned to our team by customers. We understand that oftentimes when you call/email customer support, it is because something has gone wrong or there is an issue with your purchase (which is the worst!). We also understand that these potential issues cause frustration and sometimes anger; however, we will NOT tolerate rude/vulgar language towards our staff. We will offer a warning if

**this occurs, after which we do reserve the right to refuse service, terminate your account, issue refunds, void warranties, or cancel orders, each at our sole discretion. If this decision is made it is final and cannot be undone.**

## **18. How To Contact Oh Wow Bikes**

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

**9901 Paramount Blvd.**

**Downey CA. 90240**

**Ste. 110**