



PRE-ORDER TERMS AND CONDITIONS

Eve Distribution Ltd.

www.evedevices.com
www.euro.evedevices.com

1. DEFINITIONS

For the purpose of the Pre-Order Terms and Conditions (the “POT&C”), “Eve”, “we”, “us”, “our” shall mean Eve Distribution Ltd.;

“Customer”, “you” shall mean any person, firm, company or body which places a Pre-Order with Eve;

“Pre-Order” shall mean a contract for sale by Eve to the Customer of the products and/ or services;

“Website” refers to evedevices.com and/or euro.evedevices.com.

2. ACCEPTANCE

All Orders and purchases made through on this Website are subject to the “POT&C” outlined below. These Terms & Conditions are effective as of the date you place your Pre-order and make your Pre-Order Payment (the “Pre-Order Date”).

3. PRICES AND PAYMENT TERMS

- 3.1 Our Website accepts payments by Asiabill Company Limited, Adyen, Checkout.com and similar processors.
- 3.2 The prices charged are those applicable at the time when the Customer makes the Order. Prices are subject to change without prior notice and all Orders are subject to Eve's acceptance at its sole discretion and stock availability.
- 3.3 The payment shall be made in the way and currency stated on the Website. Payment is due as stated on Eve's checkout page without offset or any deduction for withholding taxes or otherwise.
- 3.4 The payments funded by an International Credit or Debit Card and may involve a currency conversion, by proceeding with your authorization of the payment you are agreeing to the currency conversion on the basis of the exchange rate which is adjusted regularly based on market conditions. Eve is not liable for these currency conversion fluctuations.
- 3.5 If a product is quoted at an incorrect price due to a typographical error, or error in pricing information, Eve reserves the right to reject or cancel any Orders placed for the product quoted at the incorrect price, even if Eve has issued the invoices and received the purchase price.



If Eve has received purchase price but subsequently canceled the Order, Eve will notify the customer and refund the purchase price to Customer.

3.6 The webstore evedevices.com may from time to time set credit limits for individual customers and reserves the right to limit sales including the right to decline sales to any customers.

3.7 The webstore evedevices.com reserves the right to change the payment terms for any Orders without prior notice.

4. PRE-ORDER PROCESS; CANCELLATION; CHANGES

4.1 The Pre-Order purchase will be used to deduct the total cost of the Product upon balance payment.

4.2 Until your pre-order is matched to a Product, you may cancel your pre-order at any time, in which case you will receive a full refund of your Pre-Order Payment. Until your pre-order is matched to a Product, you may make changes to your Product Configuration. If you make changes to your Product Configuration, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. Any changes made by you to your Product Configuration, including changes to the delivery location or estimated delivery date might be due to pricing changes.

5. AGREEMENT TO PURCHASE

You agree to pre-order the product (the “Product”) described in your Product Configuration and by taking delivery, completing the transaction when the Product is ready for delivery from Eve, pursuant to the terms and conditions of this Agreement. The pre-order price of the Product is indicated in your Product Configuration.

6. TITLE AND RISK OF LOSS

All risks and liability related to the product(s) shall be transferred to the Customer upon the collection from the third-party carrier. The Eve shall retain title in the products until full payment has been received.

7. DELIVERY

7.1 We reserve the right to decline delivery of goods to any Customer at our sole discretion absolutely.

7.2 After you submit your completed Pre-order and the Product becomes available to ship, which the manufacturer has estimated to begin in the third quarter of 2021, we will begin the process of matching your Pre-order to a Product and coordinating your Product delivery. Your Pre-Order Payment is considered a down-payment for your Product, the outstanding amount to be paid before shipping is calculated by subtracting the Pre-order Payment from the total price of the Product.



8. GENERAL

This contract supersedes the Terms and Conditions on the website for parts detailed in this contract.

If any of the above provisions should be void in whole or in part, this shall not affect the validity of the remaining provision(s) of the contract.

If we do not act in relation to a breach of these T&C by you, this does not waive our right to take action in respect of a similar breach of the T&C by you in the future.